



CUYAHOGA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES' MEETING

Tuesday, November 26, 2019 / 5:00 p.m.
Administrative Offices / 2121 Snow Road, Parma

cuyahogalibrary.org

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING AGENDA
26 November 2019
ADMINISTRATIVE BUILDING AUDITORIUM
5:00 p.m.**

TOPIC	TAB#	PAGE#	MOTION
1. Call to Order: Patricia Shlonsky, President			ROLL-CALL
2. Approval of Minutes: October 21, 2019 Board Meeting	1	1-7	ACTION
3. Retiree Recognition	1	8	INFORMATION
4. Public Comment			INFORMATION
5. Report of the Board President			INFORMATION
6. Report of the Executive Director <ul style="list-style-type: none"> • Jim Clark, CPP Consultant, Security Risk Management Consultant (SRMC) Presentation 	2	9-20	INFORMATION
7. Report of the CCPL Foundation Board Liaison			INFORMATION
8. Human Resources Report	3	21-27	ACTION
9. Finance Committee Report: <ul style="list-style-type: none"> • Financial Statement Review – Fiscal 2019 – October • Investments: Fiscal 2019 – October • Purchase Approval List • Gift Report 	4	28-29 30-34 35 36-38 39	INFORMATION ROLL-CALL ACTION ACTION
10. New Business <ul style="list-style-type: none"> • Temporary Annual Appropriation • Resolution to Request Tax Advances from Cuyahoga County • Resolution Authorizing the Library to Enter into an Agreement with Ozanne Construction Company regarding the Richmond Heights Branch Library Project • Resolution Authorizing the Library to Enter into an Agreement with the Board of Education of the Richmond Heights Local School District regarding a Library Branch Lease • Resolution Authorizing the Library to Extend the Lease to The Centers for Families and Children at the Maple Heights Branch • Resolution Requesting the Council of The County of Cuyahoga, Ohio to Submit to the Electors of the Library District of the Cuyahoga County Public Library the Question of an Additional Tax of <u> </u> MILL for the Purpose of Current Expenses of the Cuyahoga County Public Library for a Continuing Period of Time 	5	40-42 43 44-63 64-114 115-118	ROLL-CALL ROLL-CALL ACTION ACTION ACTION ROLL-CALL
11. Adjourn			ACTION

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING
MINUTES
21 October 2019**

The October 21, 2019 meeting of the Cuyahoga County Public Library Board of Trustees was held at the Cuyahoga County Public Library Administration Building Auditorium, 2111 Snow Road, Parma, Ohio. With a quorum of six (6) Board members present, President Shlonsky called the meeting to order at 5:00 p.m.

Roll-Call: **Present:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler – **6**.

Absent: Robert W. Varley – **1**.

Also present: Executive Director Tracy Strobel; Operations Director and Fiscal Officer Scott Morgan; Communications and External Relations Director Hallie Rich; Acting Human Resources Director Larry Miller; Facilities Director Jeff Mori; Assistant Marketing & Communications Director Rob Rua; Development Director Bridget Hawes; Literacy and Learning Division Director Pamela Jankowski; Branch Services Director - East Enda Bracken; Branch Services Director – West Caroline Vicchiarelli; IT Director Jim Haprian, and other interested observers.

Approval of Minutes:

President Shlonsky asked for a motion to approve the minutes of the September 24, 2019 Board of Trustees meeting that were sent to the Board members in advance of this meeting.

01-10/2019

Trustee Leonard moved to approve the minutes, seconded by Trustee Blakemore. Seeing no corrections, omissions or additions, the minutes of the September 24, 2019 Board Meeting were approved by unanimous vote of the Board members present.

Approval of Minutes:

President Shlonsky asked for a motion to approve the minutes of the October 7, 2019 Special Board of Trustees meeting that were sent to the Board members in advance of this meeting.

02-10/2019

Trustee Blakemore moved to approve the minutes, seconded by Trustee DePiero. Seeing no corrections, omissions or additions, the minutes of the October 7, 2019 Special Board meeting were approved by unanimous vote of the Board members present.

Public Comment:

There was no public comment.

Report of the Board President:

President Shlonsky stated she does not have a report this month.

Report of the Executive Director:

Executive Director Strobel stated in her first few months in her new position she has had the opportunity to meet with several leaders in our region. She met with Kristin Warzocha, President and CEO, of the Greater Cleveland Food Bank, Rebekah Dorman, Director, Invest in Children, Caryn Candisky, Director, N.E. Ohio District for U.S. Senator Rob Portman, and Patricia DePompei, President, UH Rainbow Babies & Children's Hospitals and MacDonald Women's Hospital.

Executive Director Strobel stated she have completed ten branch visits where she talks one-on-one or in small groups with our branch staff. She has heard wonderful ideas, touching stories, great advice, and some constructive criticism. They have all shared with the hope of making CCPL an even stronger contributor to the well-being of those we serve. She also has future meetings scheduled with all the Friends Groups and look forward to hearing their thoughts and advice as well.

Executive Director Strobel announced that Cuyahoga County Public Library (CCPL) will be the first library in the nation to host the Drug Enforcement Agency's (DEA) traveling exhibit, Drugs: Costs and Consequences. This is a 5,500 square foot exhibit which is their community outreach effort seeking to empower communities impacted by the heroin and opioid epidemic through awareness and education. There will be thousands of visitors some will be bussed through school field trips, others coming from around the region and all walks of life. Everyone will benefit from their visit where they can learn the story of illegal drugs and the profound impact, it has on all of us. The exhibit will be at the Parma-Snow Branch January through June 2020. It has been touring since 2002 and will be coming to us from Albuquerque, Mexico. It has made a positive impact for those who have experienced it. This will be a great opportunity to attract visitors to our Parma-Snow Branch and share library resources and a great opportunity for civic engagement. There will be a Steering Committee formed which will include; leaders from around the State and both U.S. Ohio Senators. The DEA will do most of the leg work. There is \$100,000.00 to support transportation for field trips and a full-time museum educator who will become a CCPL staff member for the duration of the exhibit here and the coordination and the education aspects of it. The exhibit will be set up in the Administration Building Auditorium, Mezzanine, and the Atrium. There are twelve stations and a resource center. We will keep you posted as it develops. This region was targeted for this exhibit because of the heavy use of opioids in the area. There are many organizations and institutions around the region that wanted to do it but didn't have the space.

Director Rich stated the DEA Steering Committee had some preliminary meetings and reached out and connected with some major local foundations such as; The Cleveland Foundation and the Penn Foundation. They want representation from law enforcement, U.S. Attorney and his office will be involved as well as representatives from our regional DEA office in Detroit. This will be a nice opportunity to have different stakeholders that we typically don't interface with directly.

Executive Director Strobel stated there will be a soft opening in January and a formal opening event in late January or early February.

Trustee Leonard asked if the exhibit would have expanded hours or regular business hours?

Executive Director Strobel answered it will be regular library branch business hours except for Sunday.

Human Resources Report:

Acting Human Resources Director Miller referred the Board to the HR report provided and gave highlights from the HR report. He mentioned Executive Director Strobel's compensation was added into the record as well as Assistant Development Director Marnecheck's resignation.

03-10/2019

Trustee Leonard moved approval, seconded by Trustee Davies. Seeing no discussion, the Human Resources Report dated October 21, 2019, was approved as presented by unanimous vote of the Board members present. ([See pages 326-331](#))

Finance Committee Report:

Finance Committee Chair Leonard reminded us that the Finance Committee met prior to the Board meeting, and Director Morgan gave an in-depth review of the financials.

Director Morgan gave highlights from the Finance report. He stated in general property taxes there was no activity for the month of September. Most of our advances from the County have already come in for the year. We may see a small amount of revenue come in for the remainder of year.

Director Morgan stated in Public Library Fund (PLF) our September distribution was slightly larger than the amount we received last year. Our budget is larger than last year.

Director Morgan stated interest rates are higher than anticipated and the larger increase has brought in additional revenue. Based on some of our recent maturities we are beginning to see some of those increases leveling off.

Director Morgan stated patron fines and fees are exceeding our original estimates due to passport fees and photos. Sale of resale supplies are also slightly exceeding our estimates.

Director Morgan stated salaries and benefits are where they should be for the month. All other general fund expense accounts are where we would expect them to be for the month of September.

Director Morgan stated in the capital project fund for Bay Village and Richmond Heights Branches we did not get the revised budget completed. He will meet this week to finalize those numbers.

(See under FINANCE)

Investments - September

Director Morgan stated we purchased one piece of commercial paper from Toyota Motor Credit with a yield of 2.01%. There were no other purchases or maturities to for the month.

Transfers

Director Morgan stated there were three transfers from the general fund to the special revenue funds.

Summer Camps	\$59,869.39
Special School Programs	\$24,273.47
Homework Centers	\$11,074.27

(See Under FINANCE)

04-10/2019

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Investment Report Fiscal 2019 – September listing all Money Market Funds, Star Ohio Accounts, U.S. Treasury Investments, Certificates of Deposit and Agency Securities was approved as presented by roll-call vote. **(See Under FINANCE)**

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler;
– 6.

Nea: – 0.

Purchase Approval List

Director Morgan stated the Purchase Approval List (PAL) was reviewed in depth at the Finance Committee Meeting. Director Morgan gave highlights of the PAL.

Director Morgan stated Items# 1 & 2 are encumbrance increases for special revenue programs. Item# 2 is for six additional laptops for staff and Item# 3 is equipment for new self-check outs at the branches.

05-10/2019

Trustee Leonard moved approval of Purchase Approval List, seconded by Trustee Blakemore. Seeing no additional discussion, the Purchase Approval List dated October 21, 2019, was approved as presented by unanimous vote of the Board members present. ([See page 332](#))

Gift Report

Director Morgan stated the report includes gifts from the Friends groups for branch programming, as well as a \$10,000.00 gift from Frank and Barb Sullivan for 1-2-3 Read and a gift of \$5,000.00 from the Ohio Arts Council for Poetry Out Loud program.

06-10/2019

Trustee Leonard moved approval, seconded by Trustee DePiero. The gift report was approved by unanimous vote of the Board members present. ([See page 333](#))

- **Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations**

Director Morgan stated these are all special revenue funds and we are asking to increase both resources and the appropriations for the Adult Educational Services (AES), \$24,000.00, Project Learn, \$225,264.00, for the SNAP program, Hotspot Learning Program for \$55,000.00 from The Cleveland Foundation, and Summer Camps, for \$1,909.39.

07-10/2019

Trustee Blakemore moved approval, seconded by Trustee Spangler. Seeing no additional discussion, the Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations was approved by unanimous vote of the Board members present. ([See page 334](#))

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; **– 6.**

Nea: **– 0.**

President Shlonsky stated the last time the Library went to the ballot was in 2008 at that time the Library's goal was not to return to the ballot for ten years and we have not. This is a result of good financial stewardship; expense reductions and new revenue opportunities. Next month will be eleven years since we put an issue on the ballot. During that time, we have invested a lot in capital we have created centers of excellence, added efficiencies, but at the same time the revenue we received from property taxes have decreased by more than 10% since 2008 and expenses continue to grow, as the finance report reflects accelerating cost of health care and programming needs and requirements have become more expensive. Earlier this month we had a Special Board meeting and deliberated if we could continue to cut and address our shortfalls, we all agreed that wouldn't work, it would resolve in significant cuts to our services. Over the next ten years the projected budget deficit is clear. We need to go to the ballot in 2020. At the Special Board of Trustees meeting we approved three resolutions that gave us different rates of millage to go forward and those resolutions have indicated we wanted to go in March. We met with Representatives at the County and we have been thinking about the time considerations and the educational needs we need to do, with that President Shlonsky is recommending we would be better served by going forward in November. This would give us a better opportunity to educate the community about what we need and why we are going forward. She stated we need to take the next step to formalize our plan. She stated before we read the resolutions brought before you at this meeting, they are the same as the resolutions we approved last month but shows November instead of March. She asked the Board for comments and to discuss timeline.

Trustee DePiero commented he supports the resolution to go on the ballot in November. The Library has done a good job and good financial stewardship by staying off the ballot. He commented going forward in November gives us a good story to tell and a good chance and he is also confident the rest of the time is needed to make the case and why we need the additional funding. Trustee DePiero asked about the March resolutions we passed at the October 7, Special Board meeting and what happens with those?

Executive Director Strobel stated they were just inquiries, but we would need to send them again with the November dates. If the Board still have the same sentiments at the November board meeting, we will then take a second resolution which is a determination to proceed.

Trustee Leonard asked is it at that point when the Board decides which millage 0.50, 0.70 or 1.0?

Executive Director Strobel stated based on the response from the County Fiscal Officer they prepared numbers with 0.50, 0.70 and 1.0 millages. Director Morgan confirms those numbers will not change with our next request. This is the information the Board need to consider at our November board meeting.

- **Resolution Requesting the Cuyahoga County Fiscal Officer to Certify the Total Current Tax Valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the Amount to be Generated During the First Year of Collection of an Additional Tax of 0.50 Mill for Purpose of Current Expenses of the Cuyahoga County Public Library for a Continuing Period of Time**

President Shlonsky asked for a motion to approve the resolution requesting the Cuyahoga County Fiscal Officer to Certify the total current tax valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the amount to be generated during the first year of collection of an additional tax of 0.50 Mill for purpose of current expenses of the Cuyahoga County Public Library for a continuing period of time.

08-10/2019

Trustee Leonard moved approval, seconded by Trustee DePiero. Seeing no additional discussion, the Resolution Requesting the Cuyahoga County Fiscal Officer to Certify the Total Current Tax Valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the Amount to be Generated During the First Year of Collection of an Additional Tax of 0.50 Mill for Purpose of Current Expenses of the Cuyahoga County Public Library for a Continuing Period of time was approved by unanimous vote of the Board members present. (See pages 335-337)

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; **– 6.**

Nea: **– 0.**

- **Resolution Requesting the Cuyahoga County Fiscal Officer to Certify the Total Current Tax Valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the Amount to be Generated During the First Year of Collection of an Additional Tax of 0.70 Mill for Purpose of Current Expenses of the Cuyahoga County Public Library for a Continuing Period of Time**

President Shlonsky asked for a motion to approve the resolution requesting the Cuyahoga County Fiscal Officer to Certify the total current tax valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the amount to be generated during the first year of collection of an additional tax of 0.70 Mill for purpose of current expenses of the Cuyahoga County Public Library for a continuing period of time.

09-10/2019

Trustee Blakemore moved approval, seconded by Trustee Davies. Seeing no additional discussion, the Resolution Requesting the Cuyahoga County Fiscal Officer to Certify the Total Current Tax Valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the Amount to be Generated During the First Year of Collection of an Additional Tax of 0.70 Mill for Purpose of Current Expenses of the Cuyahoga County Public Library for a Continuing Period of time was approved by unanimous vote of the Board members present. [\(See pages 338-340\)](#)

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; **– 6.**

Nea: **– 0.**

- [Resolution Requesting the Cuyahoga County Fiscal Officer to Certify the Total Current Tax Valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the Amount to be Generated During the First Year of Collection of an Additional Tax of 1.0 Mill for Purpose of Current Expenses of the Cuyahoga County Public Library for a Continuing Period of Time](#)

President Shlonsky asked for a motion to approve resolution requesting the Cuyahoga County Fiscal Officer to Certify the total current tax valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the amount to be generated during the first year of collection of an additional tax of 1.0 Mill for purpose of current expenses of the Cuyahoga County Public Library for a continuing period of time.

10-10/2019

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the Resolution Requesting the Cuyahoga County Fiscal Officer to Certify the Total Current Tax Valuation of the Library District of the Cuyahoga County Public Library, Cuyahoga County, Ohio and the Amount to be Generated During the First Year of Collection of an Additional Tax of 1.0 Mill for Purpose of Current Expenses of the Cuyahoga County Public Library for a Continuing Period of time was approved by unanimous vote of the Board members present. [\(See pages 341-343\)](#)

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; **– 6.**

Nea: **– 0.**

President Shlonsky asked for a motion to approve the request to go forward in November and to withdraw the March proposal.

11-10/2019

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the request to go forward in November and to withdraw the March proposal was approved by unanimous vote of the Board members present.

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; **– 6.**

Nea: **– 0.**

Motion to Adjourn

Seeing no other business under consideration for vote, President Shlonsky asked for a motion to adjourn the meeting.

12-10/2019

Upon motion of Trustee Leonard, seconded by Trustee Blakemore the October 21, 2019 meeting of the Cuyahoga County Public Library adjourned at 5:25 p.m.

Approved 26 November 2019**X**

Patricia A. Shlonsky
President

X

Dean E. DePiero
Secretary

***Resolution of Appreciation
for
Marsha Smith***

WHEREAS, Marsha Smith has served with great loyalty as an employee of Cuyahoga County Public Library since her hire on April 26, 1999, as a Printing Equipment Operator II in the Graphics Department, a position she held until her retirement on November 29, 2019; and,

WHEREAS, she demonstrated a meticulous commitment to producing high-quality print materials in support of library events, services and collections; and,

WHEREAS, she displayed tremendous attention to detail in her work, cost consciousness, dedication to providing excellent customer service and a strong work ethic. She was a team player who embraced changes in print production equipment and techniques over the years; and,

WHEREAS, she was a thoughtful and kind co-worker who always took pride in her work at CCPL.

NOW, THEREFORE, BE IT RESOLVED that the Board of Library Trustees records its appreciation to Marsha Smith for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy and rewarding life.

Patricia A. Shlonsky, President
Board of Trustees
Cuyahoga County Public Library
Date: November 26, 2019

EXECUTIVE DIRECTOR'S MESSAGE

Looking Ahead

It has been 11 years since Cuyahoga County Public Library (CCPL) asked county residents for an increase in financial support for their library system. The last time CCPL was on the ballot was November 2008. At that time, voters approved a renewal of our existing 2 mill levy plus an additional $\frac{1}{2}$ mill. We also shifted to a continuing levy so that we would not have to ask voters for a renewal or replacement every couple of years.

We followed up our successful 2008 levy campaign by making a commitment not to come back to voters for ten years. CCPL has made good on that commitment, but over the past decade the revenues we have collected from our 2 $\frac{1}{2}$ mill have declined due to House Bill 920's property tax reduction factor. In 2009 – CCPL's first year of collections at 2 $\frac{1}{2}$ mill – we collected \$47.68 million in local property taxes. In 2019, we will collect \$42.72 million – a 10.4% reduction. Revenue reductions combined with rising costs for library materials, healthcare, and other goods and services presents a challenging financial picture for our library system. Our ten-year projections show a deficit in CCPL's budget beginning in 2020.

Eleven years is a long time for CCPL to stay away from the ballot, but we have managed to do it while also evolving to meet our communities' changing needs and maintaining the quality of our services. Along the way we have built upon CCPL's reputation as one of the most forward-thinking libraries in America and solidified our position as one Cuyahoga County's indispensable institutions. It seems like everywhere I go I hear how much county residents love CCPL and the service they receive from our staff. We have earned that love with lots of hard work and a dogged commitment to excellence.

Over the past several months our Board has analyzed CCPL's financial data and considered our available options, including how we might balance our budget through significant expenditure cuts such as decreased spending on library materials, deferred facilities maintenance, program cutbacks and reduced hours. They have also reviewed projections of CCPL's financial future with additional revenue garnered from placing a new property tax issue on the November, 2020 ballot. Now the Board must decide which path is the best for both the future of CCPL and the people we serve.

On behalf of the CCPL staff, I want to thank our Board of Trustees for their hard work in planning the financial future of our organization and their tremendous commitment to providing the highest level of public library service to county residents. I look forward to whatever comes next.

Sincerely,



Tracy Strobel
Executive Director

SYSTEM HIGHLIGHTS

Facebook Fans: 29,582

Twitter Followers: 10,315

Instagram Followers: 3,839

This evening I learned how to program a Raspberry Pi @CuyahogaLib. It was challenging, but I figured out how to get 3 LEDs blinking.

@MrsCarlsons, October 30, 2019

Going gangbusters on my #WIP at @CuyahogaLib's Skirball Writing Center! Trying to get this draft of #superproblems, the prequel to #monsterproblems, done before #NaNoWriMo starts Friday! Can I do it? #amwriting #middlegradebooks #authorlife #WritingCommunity

@JasonLadyAuthor, October 30, 2019

Had the opportunity to hear a live interview with and meet one of my favorite authors last night at @ CuyahogaLib. Michael Connelly is the coolest! #Fangirl #Nerd #BoschIsTheHomie

@ToastieDK, October 25, 2019

Thank you, @CuyahogaLib for three things: Welcoming beverages, great books, and chairs that are comfortable for a 5'1" patron. My feet touch the ground! #Libraries

@CrookdRiverWmn, October 21, 2019

The Technical Services Division's (TSD) Collection Development Department held a very successful staff forum on using collectionHQ for better collection management. The forum, held at the Parma-Snow Branch, gave staff the opportunity to discuss how collectionHQ's data tools can provide deep insights into shelving needs and which items are most popular at each branch.

Collection Development Department team member Mary Schrieber led the coordination of the second annual School Librarian Book Buzz, presented in collaboration with Baker & Taylor. Twenty-eight school librarians attended the sneak peek to see which soon-to-be-released titles will have readers buzzing.

Solon Branch staff members Mark Faldowski and Abby O'Neill spoke to a group of nearly 50 at the Solon Senior Center about the recent changes in Ohio driver licenses and how they relate to commercial air travel. They also took the opportunity to plug CCPL's passport services. The audience was very appreciative of the information and several people who came to the talk later visited the Solon Branch.

Ten teens attended the Scary Make-up program at the Independence Branch. Professional make-up artist and horror guru Katie Lane, from Raven's Wolf, applied gruesome bruises, scars and gaping wounds on volunteers' faces and arms.

Officer Cramer from the Garfield Heights Police Department was a special guest reader for the Music and Movement storytime at the Garfield Heights Branch. Thirty-six parents and children enjoyed learning about a police officer's job and taking pictures with Officer Cramer after she read the book. One boy was especially thrilled because he wants to be a police officer when he grows up.

On October 7, the Warrensville Heights Branch host a National Public Radio (NPR) Community Tours event that was attended by nearly 100 guests. Branch Manager Ali Boyd and teen librarian Isabel Klein worked with NPR staff for over a month plan the event. Guests engaged in conversation with the Warrensville Heights City Schools superintendent, the school board president, teachers, Warrensville Heights Mayor Brad Sellers and a student about the challenges facing the district.

Fifty-two guests visited the Beachwood Branch to hear a talk by NPR tech reporter Aarti Shahani. Shahani discussed her new memoir *Here We Are: American Dreams, American Nightmares*. Attendees learned about Shahani's experience as an immigrant growing up in New York and how the American justice system crushed her family's "American Dream".

Maple Heights Branch staff member Young Koo led a discussion of *Pachinko* by Min Jin Lee, a story of four generations of a Korean family living in Japan, and how they were mistreated and discriminated against by the Japanese. Young, whose native country is Korea, displayed some items – including dried seaweed and a bible – from Korea and wore a traditional dress during the discussion. *Pachinko* will soon be a mini-series, so Young recommends getting a head start now, as the book is 490 pages!

The William N. Skirball Writers' Center celebrated Indie Author Day on October 12 with its fourth annual Indie Author Conference & Showcase held at the Parma-Snow Branch. A crowd of 80 guests listened to speaker J. Thorn on "Understanding Amazon.com," Willie and Rachel Scott on "Protecting Your Work" and Dustin Brady on "How My Self-Publishing Book Sold Over 100K Copies." Readers browsed new indie fiction and nonfiction titles for adults, teens and children. New this year, authors read short, five-minute excerpts from their books.

Southeast Branch staff member Sylvia Johnson led an African American Authors Book Group. The discussion title was *The Deepest Well: Healing the Long-Term Effects of Childhood Adversity* by Nadine Burke Harris M.D. Three members of the book group who are retired teachers have said that this book was "transformative," and that the problem of public-school education is the problem of ACE (Adverse Childhood Experiences). Most of the students who are struggling in school are suffering from some type of trauma. Nine of the 11 attendees were teachers.

The Strongsville Branch, in partnership with the Strongsville Historical Society, hosted "World War II Through Their Eyes" on October 22. The program, presented by two Strongsville residents who shared their war experiences, attracted 175 guests. John Simanella, a World War II veteran and member of local VFW Post 3345, recounted his experience flying over 30 missions as a gunner on a B-24 bomber. Strongsville Historical Society member Sylvia Pakish shared her personal stories as a civilian living in England with her family when the Germans bombed their village. The City of Strongsville recorded the program to air on the local cable TV channel.

Thirty-one enthusiastic attendees visited the Bay Village Branch on a rainy night to hear a presentation by Dr. James Van Keuren's on World War II POW camps in Ohio. The highlight of the evening was when one of the attendees revealed that his father-in-law had been a POW at Camp Perry and told some of the memories that had been shared with the family.

Two weeks after Parma-Snow Branch staff members spoke to a men's group at St. Frances De Sales, one of the attendees visited the branch to praise their presentation. He exclaimed, "The library does so much and is well worth taxpayer's money."

Fall 2019 session of Baby Club at the Fairview Park Branch is underway. Eight-five adults and 84 children have attended the four sessions held to date. The program is being led by staff member Jenni Haag, a Kent State University practicum student and a resource professional from Case Western University.

Brook Park Branch Manager Shayna Muckerheide was excited to participate in the city's first Trunk or Treat at the recreation center. The event was organized by the local Kiwanis Club and included the city's fire and police departments as well as city leaders. Approximately 200 people walked from car to car picking up candy. CCPL stickers and pencils were especially popular!

Johnny Joo, photographer and the author of the books *Ohio's Forgotten History and Empty Spaces: Photojournalism through the Rust Belt*, visited the North Royalton Branch for a chilling, but mesmerizing visual tour of desolate places left abandoned across the region. Sixty-one guests were captivated by the imagery. The program was sponsored by the Friends of the North Royalton Library.

It was a memorable evening at the Parma Heights Branch on October 10 as 29 Kindergarten Club members learned about nutrition while making burritos with whole wheat tortillas and black beans. Later, families made a healthy snack – called "ants on a log" – with celery, soy nut butter, and raisins.

**CUYAHOGA COUNTY PUBLIC LIBRARY
REPORT OF THE EXECUTIVE DIRECTOR
NOVEMBER 26, 2019**

ACTIVITIES OF THE EXECUTIVE DIRECTOR

October 22

- Met with **Peter Provonost, MD PhD, University Hospitals**, with Mark E. Schario, Vice President, UH Population Health, Bradley G. Hillard, Chief Medical Officer, UH Population Health, Cindy Zelis, MD, Vice President, Ambulatory Operations Services, University Hospitals, Joyce Kavaras, Clinical Dietitian Coach, University Hospitals, Kelli Santiago, Clinical Dietitian & Wellness Coach, University Hospitals, Meghann Featherstunn, registered dietitian, University Hospitals, and Felton Thomas, Executive Director, Cleveland Public Library (CPL)
- Met with **Felton Thomas, Director, Cleveland Public Library, (CPL)**
- Met with **Paul Dolan, Chairman/CEO, Cleveland Indians**, with Hallie Rich, CCPL Communications and External Relations Director
- Attended **CCPL Bay Village OACM team meeting** with **Peter Bolek, President, HBM Architects**, with James Shook, Principal, HBM Architects, David Franklin, Principal Architect, HBM Architects, Stephanie Peters, Associate Architect, HBM Architects, Stephanie Shook, Interior Designer, HBM Architects, Greg Consolo, Donley, Inc., Regional Vice President, Peter Dorio, Sr. Estimator, Donley, Inc., Daniel Gess, Sr. Project Manager, Donley's Inc., Brian Laubscher, Director, PreConstruction, Donley, Inc., and Scott Morgan, CCPL Director, Operations, Jeff Mori, CCPL Facilities Director and Jessica Breslin, Branch Manager, CCPL Bay Village Branch

October 23

- Met with **David Merriman, Administrator of Cuyahoga Job and Family Services**
- Attended the Cuyahoga County Public Foundation (CCPLF) Special Events Committee, with CCPLF members; **Caroline Borrow, Helen Butler, Caroline Selman, Allyn Davies, Jennifer Hartford, Lily Datta, Lori Smith and Susan Donlan**, and Hallie Rich, CCPL Communications and External Relations Director, Bridget Hawes, CCPL Development Director

October 24

- Gave welcome and remarks at the CCPL School Book Buzz, CCPL Parma-Snow Branch
- Gave welcome and spoke at the Parma Area Chamber luncheon, CCPL Parma-Snow Branch
- Met with **Michele Pomerantz, Director, Department of Regional Collaboration** with Hallie Rich, CCPL Communications and External Relations Director

October 25

- Led interview with HR Director candidate

October 29

- Met with **Laurie Baty, Museum Director, Drug Enforcement Administration (DEA)**, and other DEA Representatives, CCPL Parma-Snow Branch
- Participated on the **E-Book** discussion conference call with **Alisha Dixon, Project Coordinator, American Library Association (ALA)**
- Met with **CCPL Olmsted Falls Branch staff**
- Met with **CCPL North Olmsted Branch staff**

October 30

- Participated in conversation to discuss the new CCPL Bay Village Branch Library with, **Bay Village Donors; Debi Romano, Kathie Hardin, and Kathi Wilson**, and Bridget Hawes, CCPL Development Director, and Jessica Breslin, Branch Manager, CCPL Bay Village Branch
- Met with **Former State Representative Martin Sweeney**

October 31

- Met with **CCPL Southeast Branch staff**
- Met with **CCPL Warrensville Heights Branch staff**

November 1

- Conference call with **Kacie Armstrong, Director, Euclid Public Library**
- Met with **Marne Fellows, Sales Consultant Baker & Taylor, and Frank McDonald Director of Public Library Sales - Eastern Region, Baker & Taylor**, with Scott Morgan, CCPL Director Operations, and Daniel Barden, CCPL Director Technical Services
- Attended award ceremony by **The Cleveland Chapter American Institute of Architects (AIA), who honored CCPL with the “Client Award”**, with **CCPL Trustee Robert Varley**, and Roger Riachi, Owner, RFC Contracting, Scott Morgan, CCPL Director Operations, Jeffrey Mori, CCPL Facilities Director, Gus Dionisos, CCPL Project Superintendent, and Kelly Daily, Project Superintendent

November 4

- Met with **Representative David Greenspan** and **Roger Riachi, Owner, RFC Contracting**

November 5

- Met with **CCPL Solon Branch staff**
- Met with **CCPL Chagrin Falls Branch staff**

November 6

- Led Human Resource Director candidate final presentation
- Met with **Susan Fuehrer, President, Social Determinants of Health, The MetroHealth System**, with Hallie Rich, CCPL Communications and External Relations Director
- Met with **Katy L. W. Klettlinger, MLIS, Member Outreach Librarian, Mid-Atlantic & Great Lakes**
- Attended the Planning and Zoning meeting, CCPL Bay Village Branch

November 7

- Attended **CCPL Bay Village Interior meeting** with **Peter Bolek, President, HBM Architects, James Shook, Principal, HBM Architects, David Franklin, Principal Architect, HBM Architects, Stephanie Peters, Associate Architect, HBM Architects, Stephanie Shook, Interior Designer, HBM Architects, Peter Dorio, Sr. Estimator, Donley, Inc.**, Scott Morgan, CCPL Director, Operations, and Jessica Breslin, Branch Manager, CCPL Bay Village Branch

November 8

- Met with **CCPL Trustee Patricia Shlonsky**
- Attended **Senator Sherrod Brown - Desk 88: Eight Progressive Senators that Changed America**, with **CCPL Trustees Patricia Shlonsky and Maria Spangler**, and Pamela Jankowski, CCPL Director Literacy and Learning Division, Enda Bracken, CCPL Branch Services Director East, Caroline Vicchiarelli, CCPL Branch Services Director West, Daniel Barden, CCPL Technical Services Director, Larry Miller, CCPL Acting Human Resources Director and Jeffrey Mori, CCPL Facilities Director
- Met with **Bob Paponetti, Executive Director of Literacy Cooperative, and Laurie Atkins, VP, Strategic Initiatives, Literacy Cooperative**, with Pamela Jankowski, CCPL Director Literacy and Learning Division

November 11

- Led Human Resource Director candidate final presentation
- Phone call with **James Shook, Principal, HBM Architects**, CCPL Bay Village Branch: LEED sustainability charrette, with Scott Morgan, CCPL Director Operations

November 12

- Attended **Youth Opportunities Unlimited (Y.O.U.) Board of Directors** meeting,
- Attended Writers Center Stage (WCS) preshow dinner, with **CCPL Trustee Patricia Shlonsky, CCPL Foundation Committee Member Lorie Smith**, with Bill Kelly, CCPL Adult Services Manager, Hallie Rich, CCPL Communications and External Relations Director, and Bridget Hawes, CCPL Development Director,
- Facilitated the William N. Skirball Writers Center Stage with **author Michael Ondaatje**

November 13

- Met with **Billie Osborne-Fears, Executive Director, Starting Point**, with Pamela Jankowski, Director, Literacy and Learning Division

November 14

- Met with **CCPL Gates Mills Branch staff**
- Met with **CCPL Mayfield Branch staff**

November 15

- Met with **John Corlett, President & Executive Director, The Center for Community Solutions, Board Members; Patricia Shlonsky, Vice Chair, Board of Directors; Chair, Program Committee** to discuss potential service on The Center for Community Solutions' Board of Directors
- Met with **CCPL Trustees; Patricia Shlonsky, William Leonard, and Robert Varley, with Galen Schuerlein Director, Roetzel Consulting Solutions**, Scott Morgan, CCPL Director Operations, and Hallie Rich, CCPL Communications and External Relations Director, to discuss budget projections

November 18 & 19

- Attended two-day Racial Equity & Inclusion Phase 1 Training provided by the Race Equity Institute

November 20

- Met with **CCPL Trustee Allyn Davies**
- Phone call with **CCPL Trustee Edward Blakemore**
- Met with **Pat Kulp, Donor** and site visit of Maple Heights Day Care, with Bridget Hawes, CCPL Development Director
- Met with **CCPL Trustee Maria Spangler**

November 21

- Hosted the **Drug Enforcement Agency Educational Foundation (DEAEF) travelling exhibition, Drugs: Costs and Consequences**, Administrative Auditorium
- Attended Lidia Bastianich author preshow reception, CCPL ADM Atrium
- Attended Lidia Bastianich author event, CCPL Parma-Snow Branch

November 22

- Met with **Arnold Hirshon, Vice Provost and University Librarian, Case Western Reserve University, Kelvin Smith Library**
- Phone call with **CCPL Trustee Dean DePiero**
- Attended **Public Officials Reception**, Hallie Rich, CCPL Communications and External Relations Director

November 25

- Attended CCPL Solon Branch Innovation Center Design meeting with, **Jeff Valus, Principal, CBLH Design Inc., Scott Weaver, Project Architect, CBLH Design Inc., and Michael Serdinak, Architecture Planning Interior Designer, CBLH Design Inc.**, and Scott Morgan, CCPL Director Operations and Jeffrey Mori, CCPL Facilities Director

November 26

- Participated on SRMC's report back on vulnerability study with **Jim Clark, CPP Consultant, Security Risk Management Consultant (SRMC)**, and CCPL Evaluation Committee; Scott Morgan, CCPL Director Operations, Jeffrey Mori, CCPL Facilities Director, Bossie Loggins, CCPL Security Coordinator, Ryan Grame, CCPL Security Coordinator, Jim Haprian, CCPL IT Director, Enda Bracken, Branch Services Director-East, Caroline Vicchiarelli, Branch Services Director-West, Larry Miller, CCPL Acting HR Director, and CCPL Union Representatives
- Gave welcome and remarks for CCPL Adult Book Buzz, CCPL Parma-Snow Auditorium
- Facilitated **Finance Committee meeting**
- Facilitated **Board of Trustees meeting**

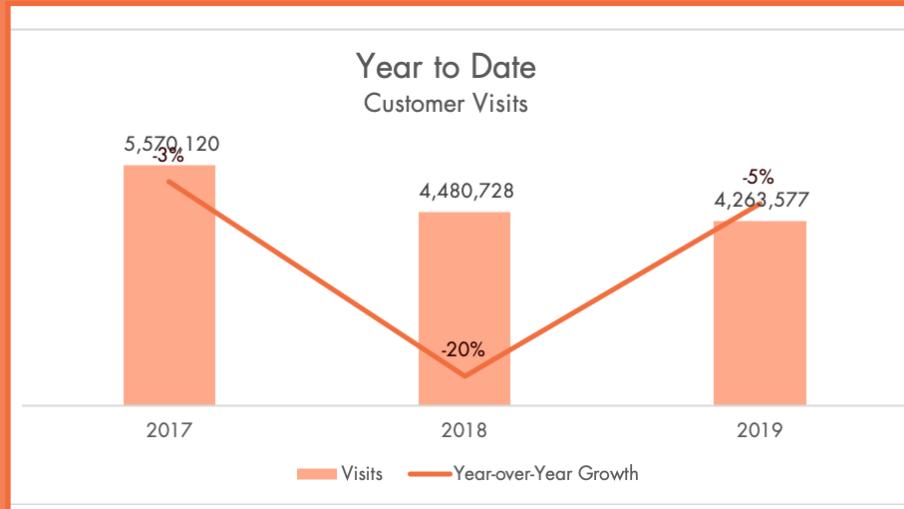
Held four Leadership Team meetings and 14 individual check-in meetings with direct reports.



Executive Director

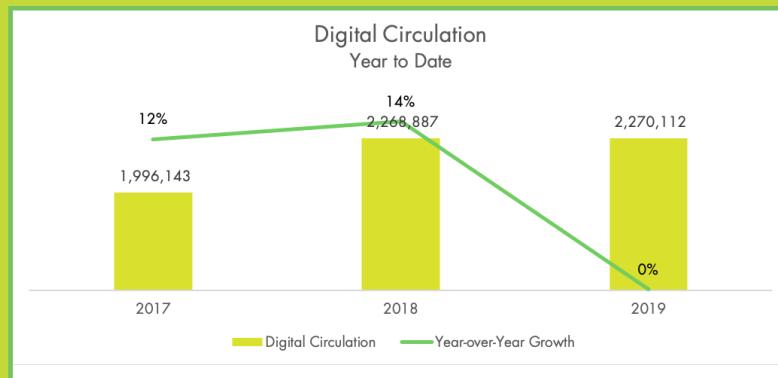
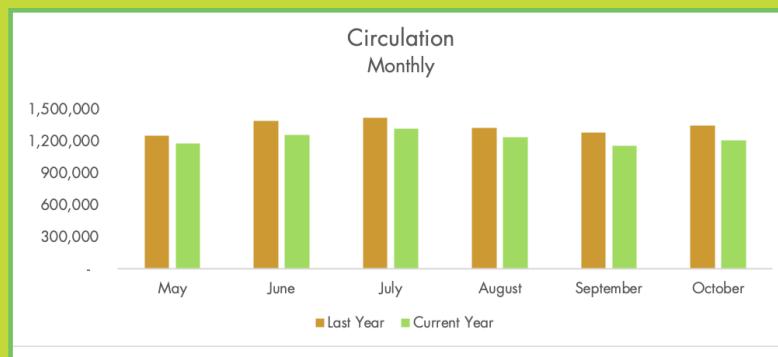
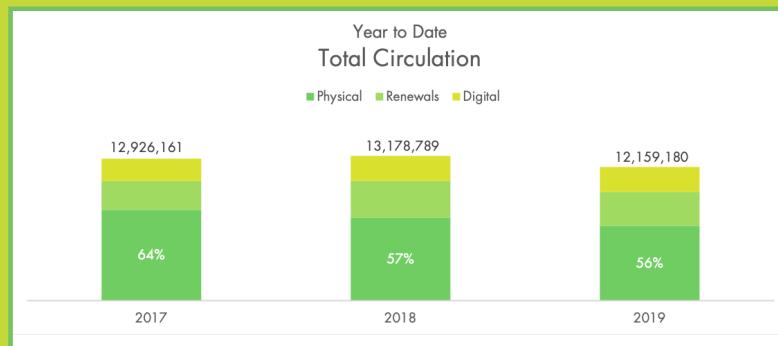
VISITS

OCTOBER 2019



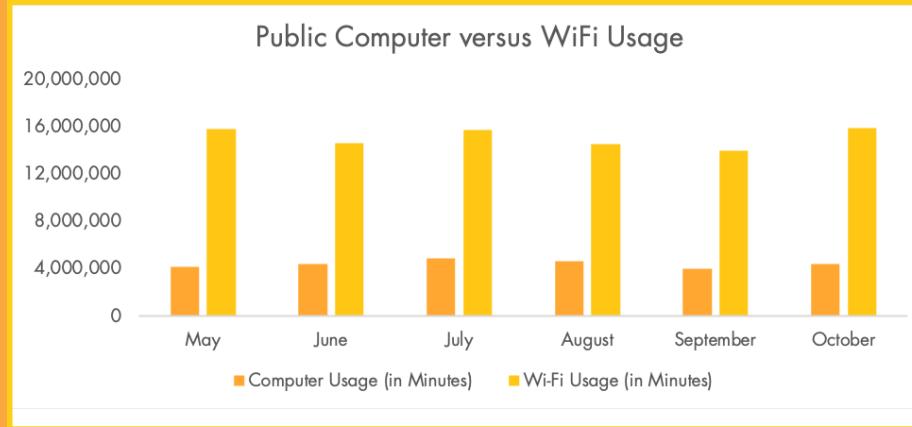
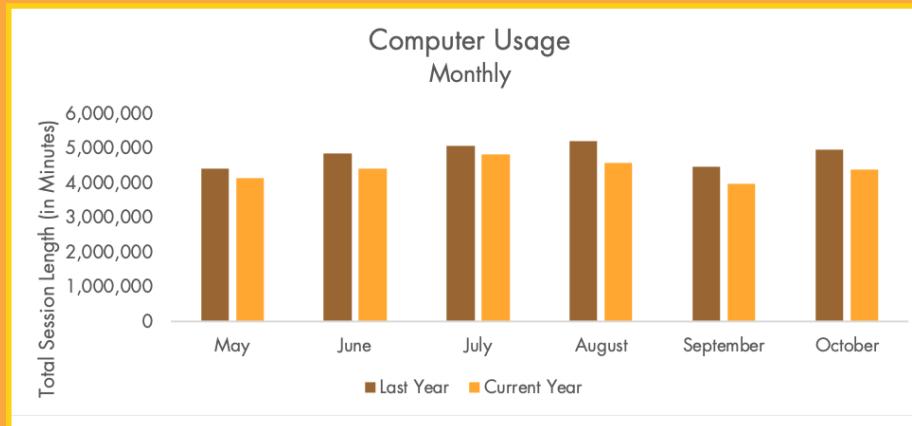
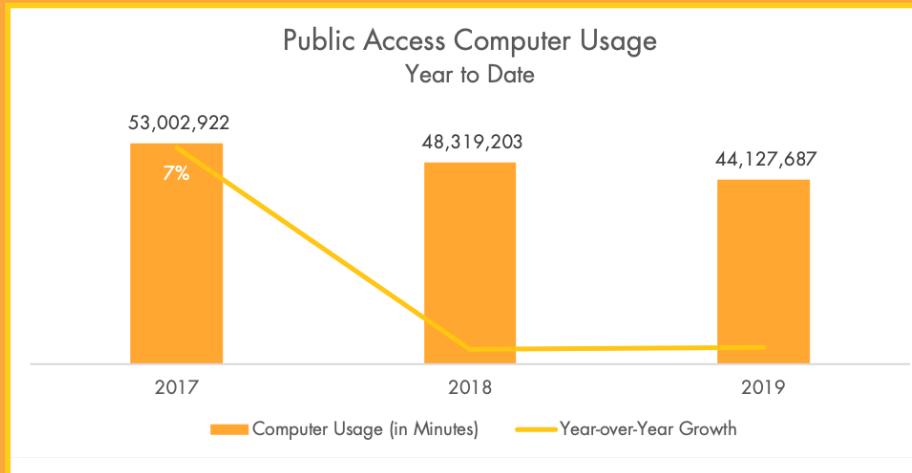
CIRCULATION

OCTOBER 2019



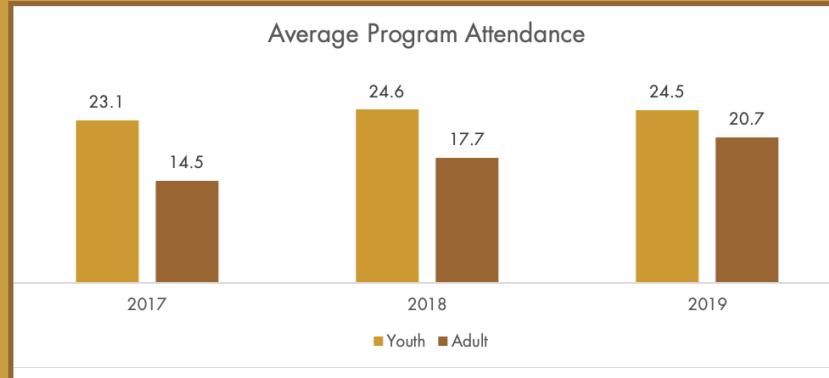
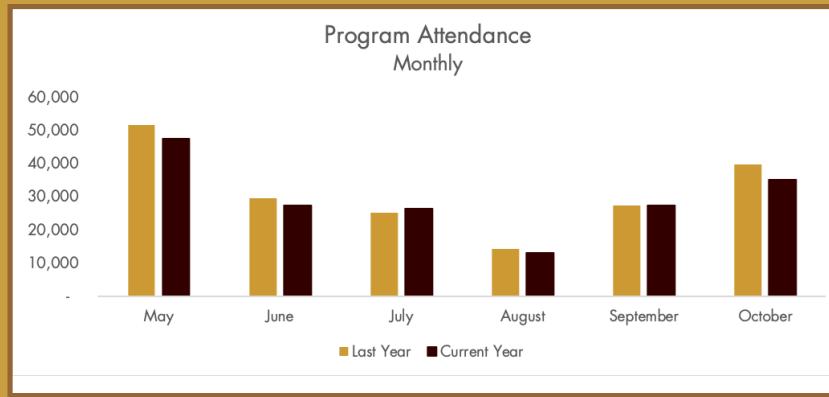
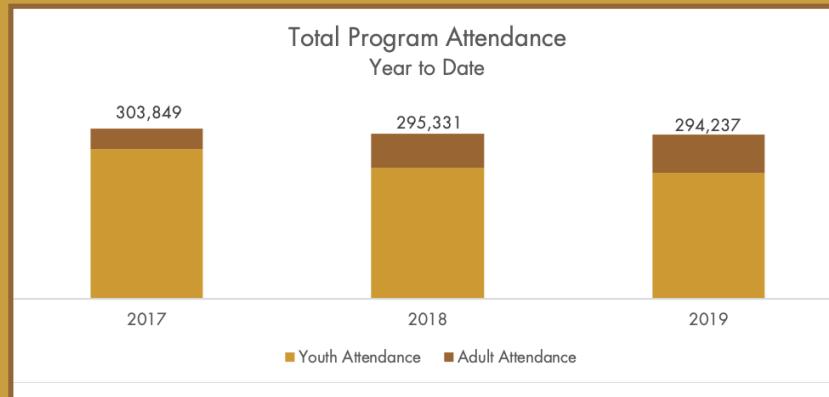
COMPUTER USE

OCTOBER 2019



PROGRAMS

OCTOBER 2019



HUMAN RESOURCES DIVISION REPORT LIST NO. 2019-11

November 26, 2019

APPOINTMENTS										
NAME/POSITION	GRADE	SALARY	HOURS WEEK	COST CENTER	REPLACES	SALARY	REASON	HOURS WEEK	EFFECTIVE DATE	
Baer, Taylor/Tutor	OST	\$10.00	10	504113	-----	-----	-----	10	11.11.2019	
Dann, Pricilla/Branch Services Librarian SUB	U12	\$22.05	1	450114	-----	-----	-----	1	11.17.2019	
Galicki, Samantha/Page	OEP	\$8.55	10	BRV113	Katherine Bornstein	\$8.80	Resigned	10	10.15.2019	
Hajek, Nicolaus/Tutor	OST	\$10.00	10	504113	-----	-----	-----	10	11.11.2019	
Hunsberger, Jessica/Page	OEP	\$8.55	15	SEU113	-----	-----	-----	15	11.12.2019	
Lordan, Christina/Page	OEP	\$8.55	10	CHF113	-----	-----	-----	10	10.21.2019	
Quarles, Patricia/Tutor	OST	\$10.00	5	504113	-----	-----	-----	5	11.11.2019	
Kreutzke, Kelly/Branch Services Assistant	U10	\$18.14	20	STV111	Cathleen Grossman	\$22.69	Resigned	20	11.18.2019	
Scott, Kristen/Page	OEP	\$8.55	9	ORG113	Tyler Payne	\$8.55	Resigned	15	10.28.2019	
Townsend, Barbara/Homework Center Coordinator	OSH	\$22.24	14	WVH112	Eboni Crump	\$22.68	Resigned	15	11.04.2019	
Vargas, Anna/Page	OEP	\$8.55	12	NOL113	Chad Sargent	\$8.80	Resigned	15	10.21.2019	
Widmer, Andrea/Tutor	OST	\$10.00	10	504113	-----	-----	-----	10	11.11.2019	
Wilson, Alvin/Career Services Coach	U11	\$24.32	40	508111	Ramascus Dollar	\$24.80	Resigned	40	11.04.2019	

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	CHANGES IN HOURS/SALARY/TRANSFERS												
2	CHANGES IN HOURS/SALARY/TRANSFERS	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
3	Arcuri, Melissa/Branch Services Clerk/Branch Services Assistant SUB	BEA111 450114	BEA111 450114	U07 U10	U07 U10	20	20 1	\$15.67 18.68	15.67 18.68	-----	Adding Second Rate	20 1	11.17.2019
4	Bartko, Amy/Branch Services Assistant	PAH111 450114	GFH111 450114	U10 U07	U10 U07	20 1	28 1	19.44 19.44	19.44 19.44	Tessa Baer	Promotion	28 1	11.03.2019
5	Bowen, Jeffrey/Adult Education Services Instructor	508111	508111	U11	U11	32	32	\$21.00	\$22.00	-----	Updating entry rate	32	05.30.2019
6	Clifton, Karmar/Adult Education Services Instructor Assistant/Branch Services Assistant SUB	508111 450114	508111 450114	U10 U10	U10 U10	20	20 1	\$20.00 20.00	20.00 20.00	-----	Adding Second Rate	20 1	11.17.2019
7	Eberle, Stephanie/Page/Branch Services Clerk SUB	PAR111 450114	PAR111 450114	U01 U07	U01 U07	30 1	20 1	11.11 16.14	11.11 16.14	-----	Acting Assignment Ends	20 1	10.20.2019
8	Fuentes, Carolyn/Tutor/Art Experiences	504113 502112	OST	OST OHM	10	10 1	\$10.00	10 18.14	-----	Adding Second Rate	10 1	10.18.2019	
9	Gage, Joshua/Branch Services Clerk/Branch Services Assistant SUB	SLN111 450114	SLN111 450114	U07 U10	U07 U10	16	16 1	\$15.98 18.68	15.98 18.68	-----	Adding Second Rate	16 1	11.17.2019
10	Harnak, Sharon/Page	PAR113	PAR113	OSP	OSP	15	1	\$8.80	\$8.80	-----	Sub Status Only	1	11.17.2019
11	Harris, Jami/Adult Education Services Corrections Specialist/Branch Services Assistant SUB	508111 450114	508111 450114	U14 U10	U14 U10	40	40 1	\$28.60 26.39	28.60 26.39	-----	Adding Second Rate	40 1	11.17.2019
12	Hereford, Sabrina/Branch Services Clerk/Branch Services Assistant SUB	GFH111 450114	GFH111 450114	U07 U10	U07 U10	16	16 1	\$15.67 18.68	15.67 18.68	-----	Adding Second Rate	16 1	11.17.2019
13	Holland, Sonya/Technology Trainer/Branch Services Assistant SUB	506111 450114	506111 450114	U13	U13 U10	20	20 1	\$24.00 24.00	24.00 24.00	-----	Adding Second Rate	20 1	11.17.2019
14	Johnson, Jennifer/Branch Services Assistant I	SLN111	SLN111	U10	U10	16	20	\$18.50	\$18.50	-----	Increasing Hours	20	11.04.2019
15	Johnson, Stephanie/Branch Services Librarian/Branch Services Librarian SUB	MHR111 450114	STH111 450114	U11 U12	U12 U12	32	40 1	21.49 22.71	22.71 22.71	Alex Ward	Promotion	40 1	11.04.2019
16	Kish, Eric/Branch Services Clerk	PAS111	PAS111	U07	U07	16	20	\$15.67	\$15.67	-----	Increasing Hours	20	10.20.2019
17	Kish, Eric/Branch Services Clerk/Branch Services Assistant SUB	PAS111	PAS111 450114	U07 U10	U07 U10	20	20 1	\$15.67 18.68	15.67 18.68	-----	Adding Second Rate	20 1	11.17.2019
18	Mural, Andrea/Branch Services Clerk	SLN111	GAT111	U07	U07	16	16	\$17.73	\$17.73	-----	Acting Assignment Begins	16	10.21.2019
19	O'Neil, Linda/TSD Clerk Processing	504111	702111	U04	U04	40	40	\$18.66	\$18.66	-----	Acting Assignment Ends	40	10.21.2019
20	Overton, Dionne/Adult Education Services Lead Clerk/Branch Services Clerk SUB	508111 450114	508111 450114	U08 U07	U08 U07	40	40 1	\$17.47 17.47	17.47 17.47	-----	Adding Second Rate	40 1	11.17.2019
21	Sand, Joni/Branch Services Librarian/Branch Services Librarian SUB	SLN111 450114	GAT111 450114	U11 U12	U12 U12	36	40 1	21.49 22.71	22.71 22.71	Kris Lachowski	Promotion	40 1	11.04.2019
22	Stripinis, David/Adult Education Services Instructor Assistant/Branch Services Assistant SUB	508111 450114	508111 450114	U10 U10	U10 U10	20	20 1	\$21.00 21.00	21.00 21.00	-----	Adding Second Rate	20 1	11.17.2019
23	Taylor, Michele/Branch Services Clerk/Branch Services Assistant SUB	NOL111 450114	IND111 450114	U07 U10	U07 U10	16	16 1	\$15.98 18.68	15.98 18.68	-----	Adding Second Rate	16 1	10.20.2019
24	Ungarsky, Agnes/Branch Services Clerk	GFH113	IND111	OSP	U07	15	16	\$8.80	\$15.67	Linda Bates	Promotion	28	10.21.2019
25	Winstead, Lakeisha/Branch Services Clerk SUB	BCH111	450114	U07	U07	20	1	\$16.14	15.67	-----	Sub Status Only	1	11.17.2019

ANNIVERSARY PAY ADJUSTMENTS (Not Based on 2080 Hours)

NAME/POSITION	COST CENTER	GRADE OLD	GRADE NEW	HOURS	SALARY OLD	SALARY NEW	EFFECTIVE DATE
Bubnick, Kevin/Page	NRY113	OEP	OSP	10	\$8.55	\$8.80	11.09.2019
Charles, Sean/Page	NRY113	OEP	OSP	10	\$8.55	\$8.80	11.07.2019
Ellifritt, Lian/Page	PAH113	OEP	OSP	15	\$8.55	\$8.80	11.05.2019
Feldman, Sidney/Page	FPR113	OEP	OSP	15	\$8.55	\$8.80	11.07.2019
Fishburn, Adina/Page	PAS113	OEP	OSP	15	\$8.55	\$8.80	11.20.2019
Hanenberg, Susan/Page	FPR113	OEP	OSP	12	\$8.55	\$8.80	11.08.2019
Jochum, Keith/Page	FPR113	OEP	OSP	11	\$8.55	\$8.80	11.08.2019
Mullin, Gregory/Media Services Coordinator	404111	U11	U11	40	\$20.91	\$21.11	11.21.2019
Reed Simmerly, Donna/Page	FPR113	OEP	OSP	11	\$8.55	\$8.80	11.11.2019
Schemmel, Howard/Page	SLN113	OEP	OSP	15	\$8.55	\$8.80	11.23.2019
Voroselo, Kevin/Page	FPR113	OEP	OSP	11	\$8.55	\$8.80	11.08.2019

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RESIGNATIONS

NAME/POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	EFFECTIVE DATE
Bruno, Therese/Page	STV113	OEP	\$8.55	15	09.22.2019
Busch, Pauline/Branch Services Clerk	STH111	U07	\$15.98	16	11.02.2019
Maida, Sheryl/Branch Services Librarian SUB	450114	U12	\$22.05	1	11.06.2019
Mohammad, Safah/Page	NOL113	OSP	\$8.80	15	11.14.2019
Nzomo, Ester/Page	PAS113	OEP	\$8.55	15	10.15.2019
Stennies, Demetrius/Page	WVH113	OSP	\$8.80	15	08.24.2019
Williams, Jeffrey/Page	WVH113	OSP	\$8.80	15	11.02.2019
Wisniewski, Lisa/Page	PAH113	OSP	\$8.80	15	11.16.2019

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November 26, 2019

RETIREMENTS

NAME/POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	HIRE DATE	LAST WORKING DAY
Smith, Marsha/Print Equipment Operator	402111	U04	\$19.12	40	04.26.1999	11.29.2019

CONFERENCE AND MEETING ATTENDANCE

NAME	DATE (S)	AMOUNT	MILEAGE	MEETING
Bartlett, Wendy	11.05.19, 11.12.19, 11.19.19	\$300.00	\$ -	Evaluating, Auditing, and Diversifying your collections/Library Journal/Online
Block, Ronald	02.25.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Bowen Jeffrey	10.24.19 - 10.25.19	\$328.52	\$ -	Ohio Association of Adult and Continuing Education Conference/OAACE/Westerville, OH
Bracken, Enda	02.26.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Bracken, Enda	12.09.19 - 12.10.19	\$615.96	\$ 120.96	Social Justice and Public Libraries/Toledo Public Library/Toledo, OH
Breslin, Jessica	02.25.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Brinker, Grace	11.04.2019	\$50.00	\$ -	Wrangling Realia and Other Resources/Northern Ohio Technical Services/Parma, OH
Davis, Darlene	02.26.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Fartouchna, Oksana	11.14.19 - 11.15.19	\$257.50	\$ -	Great Lakes Conference on Refugee Resilience and Integration/RSC of Greater Cleveland/Cleveland, OH
Friend, Denise	10.24.19 - 10.25.19	\$600.00	\$ 125.28	Ohio Association of Adult and Continuing Education Conference/OAACE/Westerville, OH
Furino, Anthony	02.26.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Hamm, Susannah	02.25.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Harant, Andrew	02.25.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Harant, Andrew	01.24.20 - 01.28.20	\$1,400.00	\$ -	ALA Midwinter/American Library Association/Philadelphia, PA
Jackson, Katherine	10.29.19 - 10.30.19	\$85.84	\$ 85.84	Public Library Innovation Exchange/Akron-Summit County Public Library/Akron, OH
Kaminski, Linda	11.07.2019	\$34.15	\$ 24.40	Annual Caregiving Conference/Benjamin Rose Institute on Aging/Cleveland, OH
Keefer, Lisa	01.09.2020	\$150.00	\$ -	Thorny ADA and FMLA Issues/Kastner, Westman, and Wilkins/Akron, OH
Kelly, William	01.24.20 - 01.28.20	\$1,400.00	\$ -	ALA Midwinter/American Library Association/Philadelphia, PA
Khadige, Jonathan	10.24.19 - 10.25.19	\$28.52	\$ -	Ohio Association of Adult and Continuing Education Conference/OAACE/Westerville, OH
Nay, Kyra	01.24.20 - 01.27.20	\$1,400.00	\$ -	ALA Midwinter/American Library Association/Philadelphia, PA
Robinson, Tanisha	10.24.19 - 10.25.19	\$459.20	\$ 130.68	Ohio Association of Adult and Continuing Education Conference/OAACE/Westerville, OH
Rua, Robert	11.13.19 - 11.14.19	\$782.80	\$ -	Library Marketing & Comm Conference/Amigos Library Services/St. Louis, MO

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Seals, Talia	11.12.2019	\$0.00	\$ -	CWRU: Inclusive Leadership/CWRU/Cleveland, OH
Slobodchikova, Irina	11.14.19 - 11.15.19	\$257.50	\$ -	Great Lakes Conference on Refugee Resilience and Integration/RSC of Greater Cleveland/Cleveland, OH
Thorvat, Lori	11.04.2019	\$50.00	\$ -	Wrangling Realia and Other Resources/Northern Ohio Technical Services/Parma, OH
Untch, Jessica	10.24.19 - 10.25.19	\$419.00	\$ -	Ohio Association of Adult and Continuing Education Conference/OAACE/Westerville, OH
Vicchiarelli, Caroline	02.26.20 - 02.29.20	\$1,400.00	\$ -	PLA - Nashville/ALA & PLA/Nashville, TN
Vicchiarelli, Caroline	12.09.19 - 12.10.19	\$615.96	\$ 120.96	Social Justice and Public Libraries/Toledo Public Library/Toledo, OH
		\$20,434.95		

Financial Statement Analysis

October 2019

Revenues

For General Property Taxes we received what will be our settlement for the second half of the year. We may see some much smaller amounts come in for the remainder of the year. With this settlement we have exceeded our estimate for the year by \$776,746.

Our October distribution for the PLF was larger than what we received last year. With this distribution we are still on budget. We have also received a revised estimate for the 2019 PLF from the state and that estimate is a little over \$377,000 than what we originally budgeted. This is for increased collections as well as the slight increase in the percentage that libraries received as part of the new biennium budget from the state that began in July.

If that estimate is correct, the increased amount along with the increase in our budget for General Property Taxes will fund our \$1,000,000 carryover budgeted for 2020.

Interest is also exceeding our original estimates. The larger increase in rates than expected has brought in additional revenue. Based on some of our recent maturities we are beginning to see some of those increases leveling off.

Patron Fines and Fees in total are currently exceeding our estimates. Once again it is passport fees and photos which are the reason for the increase. Sale of Resale Supplies is also slightly exceeding our estimates.

All other revenue accounts are where we would expect them to be for the month and the year.

Expenses

Expenses for Salaries and Benefits are slightly ahead of budget. This is due to expensing one additional payroll for the month of October. The account should be back in balance for the month of November.

Many of the other expense accounts have higher than expected percentages for expenses and encumbrances because many of these accounts have standing orders encumbered against them to pay monthly and recurring expenses.

All other General Fund expense accounts are where we would expect them to be for the month and the year.

In the Capital Fund projects the final expenses for the Maple Heights renovation were paid. The only projects open are the Bay Village and Richmond Heights Branches.

Investments

We purchased three pieces of commercial paper. Two pieces were purchased from Citigroup Global Markets at a total of \$305,000.00 (\$125,000 and \$180,000). The other piece was purchased from Pfizer, Inc. at a par value of \$305,000.

Transfers

There were 1 transfer from the General Fund to Special Revenue Funds for the ASPIRE program match for the first quarter of the grant of \$65,381.26.

CUYAHOGA COUNTY PUBLIC LIBRARY

REVENUE

Fiscal 2019 -October

General Fund

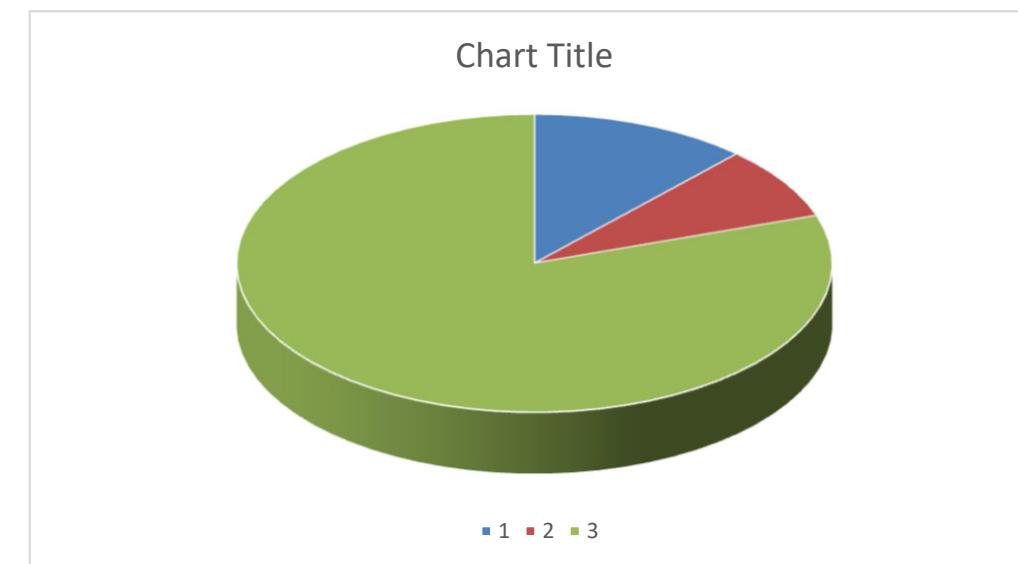
83.3% of Year

Acct. No.	General Fund Line Item Description	2019 Revenue	2018 Final Revenue	2019 MTD Received	2018 MTD Received	2019 YTD Received	2018 YTD Received	2019 % Received	2019 Balance	Notes
1200	General Property Taxes	\$37,859,310.00	\$38,085,182.73	\$0.00	\$9,579.83	\$38,636,056.48	\$38,085,182.73	102.1%	\$776,746.48	
1250	Intergovernmental	\$25,634,817.35	\$25,409,713.62	\$1,774,271.17	\$1,641,345.10	\$22,520,889.12	\$21,811,635.16	87.9%	(\$3,113,928.23)	
	Public Library Fund	\$20,994,127.35	\$20,769,026.45	\$1,774,271.17	\$1,638,287.00	\$17,961,066.59	\$17,170,947.99	85.6%	(\$3,033,060.76)	
	Property Taxes	\$4,640,690.00	\$4,640,687.17	\$0.00	\$3,058.10	\$4,559,822.53	\$4,640,687.17	98.3%	(\$80,867.47)	
2200	Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
2300	Local Government	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
3100	Patron Fines & Fees	\$1,350,000.00	\$1,356,592.28	\$97,206.96	\$98,927.86	\$1,176,940.98	\$1,183,410.94	87.2%	(\$173,059.02)	
	Fines and Fees Income	\$350,000.00	\$373,364.63	\$19,723.21	\$27,695.36	\$246,476.26	\$321,638.29	70.4%	(\$103,523.74)	
	Passport Fee	\$732,000.00	\$716,086.40	\$54,355.00	\$52,465.00	\$689,745.00	\$625,296.40	94.2%	(\$42,255.00)	
	Passport Photo Fee	\$250,000.00	\$249,460.00	\$17,960.00	\$17,180.00	\$222,225.97	\$220,120.00	88.9%	(\$27,774.03)	
	Meeting Room Rental Fees	\$18,000.00	\$17,681.25	\$5,168.75	\$1,587.50	\$18,493.75	\$16,356.25	102.7%	\$493.75	
4000	Interest	\$80,000.00	\$38,929.65	\$25,875.54	\$14,259.04	\$195,738.07	\$22,787.96	244.7%	\$115,738.07	
5500	Services Provided Other Entities	\$2,500.00	\$2,710.43	\$69.50	\$40.00	\$1,825.82	\$2,188.64	73.0%	(\$674.18)	
6100	Restricted Gifts	\$0.00	\$33,619.90	\$87.24	\$72.31	\$20,822.88	\$28,183.33	0.0%	\$20,822.88	
6500	Unrestricted Gifts	\$55,000.00	\$22,453.56	\$800.00	\$78.00	\$22,261.75	\$22,403.56	40.5%	(\$32,738.25)	
8100	Sale of Property	\$22,000.00	\$10,786.43	\$0.00	\$0.00	\$14,961.77	\$10,711.43	68.0%	(\$7,038.23)	
8200	Sale of Resale Supplies	\$107,225.00	\$125,016.94	\$12,345.30	\$11,369.56	\$104,387.34	\$105,784.69	97.4%	(\$2,837.66)	
8300	Rental of Real Property	\$0.00	\$23,481.00	\$1,925.50	\$962.75	\$21,180.50	\$21,555.50	0.0%	\$21,180.50	
8700	Refunds and Reimbursements	\$445,775.00	\$395,639.95	\$7,178.38	\$12,954.77	\$267,919.67	\$375,461.43	60.1%	(\$177,855.33)	
8900	Miscellaneous	\$25,000.00	\$38,992.37	\$0.00	\$0.00	\$8,861.60	\$34,465.80	35.4%	(\$16,138.40)	
9800	Advances In	\$25,084.06	\$72,108.25	\$0.00	\$0.00	\$0.00	\$72,108.25	0.0%	(\$25,084.06)	
9900	Transfers In	\$0.00	\$1,873.72	\$0.00	\$1,288.97	\$30,406.56	\$1,288.97	0.0%	\$30,406.56	
	Carryover	\$1,851,996.98	\$500,000.00	\$0.00	\$0.00	\$1,851,996.98	\$500,000.00	100.0%	\$0.00	
TOTAL -- General Fund		\$67,458,708.39	\$66,117,100.83	\$1,919,759.59	\$1,790,878.19	\$64,874,249.52	\$62,277,168.39	96.2%	(\$2,584,458.87)	
TOTAL -- Capital Fund - 402		\$200,000.00	\$3,433,289.13	\$24,923.57	\$35,253.85	\$293,065.07	\$281,291.67	0.0%	\$93,065.07	
TOTAL -- Note Retirement Fund - 301		\$4,665,506.00	\$4,665,481.00	\$0.00	\$0.00	\$4,665,506.00	\$4,665,481.00	100.0%	\$0.00	
TOTAL -- Trust Fund (Regular) - 701		\$250,000.00	\$350,211.38	\$5,550.92	\$114,010.40	\$94,086.60	\$308,486.77	37.6%	(\$155,913.40)	
TOTAL -- Trust Fund (Special) - 702		\$20,000.00	\$712,900.71	\$1,163.68	\$4,562.44	\$97,896.84	\$706,929.98	489.5%	\$77,896.84	
TOTAL -- Endowment Fund - 801		\$1,000.00	\$1,543.28	\$140.48	\$152.33	\$1,601.81	\$1,231.33	160.2%	\$601.81	
TOTAL -- Agency Fund (FSA) - 901		\$80,000.00	\$100,414.94	\$8,812.84	\$8,465.28	\$86,102.52	\$83,504.26	107.6%	\$6,102.52	
TOTAL -- Project Build - 223		\$10,000.00	\$1,149.24	\$0.00	\$0.00	\$1,149.24	\$0.00	11.5%	(\$8,850.76)	
TOTAL -- Entrepreneurships Adult & Youth - 232		\$1,625.00	\$36,975.00	\$0.00	\$0.00	\$0.00	\$9,975.00	0.0%	(\$1,625.00)	
TOTAL -- Cleve Found Encore Initiative - 236		\$0.00	\$46,659.29	\$0.00	\$22,250.00	\$0.00	\$46,659.29	0.0%	\$0.00	
TOTAL -- My Com Neighborhood - 242		\$200,299.84	\$103,094.83	\$50,000.00	\$0.00	\$100,000.00	\$58,094.83	49.9%	(\$100,299.84)	
TOTAL -- WVH Garden Grant - 244		\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$2,000.00	\$1,000.00	100.0%	\$0.00	
TOTAL -- Adult Education Services - 247		\$2,368,360.32	\$1,378,848.54	\$194,427.86	\$80,960.00	\$1,075,508.09	\$933,123.32	45.4%	(\$1,292,852.23)	
TOTAL -- Project Learn - 248		\$584,457.02	\$358,293.23	\$60,270.72	\$21,336.22	\$220,918.79	\$301,090.87	37.8%	(\$363,538.23)	
TOTAL -- Baby Club - 249		\$43,762.12	\$38,453.00	\$0.00	\$38,453.00	\$0.00	\$38,453.00	0.0%	(\$43,762.12)	
TOTAL -- Food & Culinary Literacy Program - 256		\$28,000.00	\$65,500.00	\$0.00	\$0.00	\$28,000.00	\$50,000.00	100.0%	\$0.00	
TOTAL -- Hotspot Lending Program - 257		\$105,809.00	\$41,934.00	\$12,500.00	\$0.00	\$35,000.00	\$22,500.00	33.1%	(\$70,809.00)	
TOTAL -- TCF Fellow - 259		\$50,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	0.0%	(\$25,000.00)	
TOTAL -- Poetry Out Loud - 261		\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	100.0%	\$0.00	
TOTAL -- Homework Centers - 270		\$429,882.00	\$300,103.84	\$27,500.00	\$0.00	\$170,574.27	\$245,103.84	39.7%	(\$259,307.73)	
TOTAL -- Summer Camps - 280		\$121,909.39	\$103,534.16	\$0.00	\$0.00	\$121,909.39	\$98,534.16	100.0%	\$0.00	
TOTAL -- Kindergarten & Baby Kits - 290		\$20,000.00	\$13,500.00	\$0.00	\$0.00	\$20,000.00	\$0.00	100.0%	\$0.00	
TOTAL -- Special School Program. - 293		\$334,177.60	\$180,998.41	\$18,461.57	\$4,675.00	\$189,384.24	\$136,522.59	56.7%	(\$144,793.36)	

CUYAHOGA COUNTY PUBLIC LIBRARY BUDGET EXPENDITURE STATUS Fiscal 2019 -October												83.3% of Year
Acct. No.	General Fund Line Item Description	2019 Appropriation	2018 C/O Encumbrance	2018 Final Expended	2019 MTD Expended	2018 MTD Expended	2019 YTD Expended	2018 YTD Expended	2019 Enc + PY Enc	2019 Exp+Enc	2019 % Exp+Enc	2019 Balance
1000s	SALARIES & BENEFITS	56.4%										
1110	Salaries	\$28,000,000.00	\$0.00	\$28,038,950.21	\$3,155,751.02	\$2,181,284.49	\$23,749,271.14	\$22,567,148.59	\$0.00	\$23,749,271.14	84.8%	\$4,250,728.86
1400	Retirement Benefits-Employer	\$3,919,245.00	\$0.00	\$3,904,278.21	\$442,029.65	\$303,679.19	\$3,316,410.66	\$3,160,444.59	\$0.00	\$3,316,410.66	84.6%	\$602,834.34
1600	Insurance Benefits-Employer	\$6,070,142.00	\$0.00	\$5,472,877.37	\$466,538.20	\$435,425.93	\$5,014,332.27	\$4,612,566.07	\$0.00	\$5,014,332.27	82.6%	\$1,055,809.73
1900	Other Employee Benefits	\$60,613.00	\$0.00	\$58,178.74	\$864.72	\$50.00	\$35,100.57	\$33,511.87	\$0.00	\$35,100.57	57.9%	\$25,512.43
	SUBTOTAL -- SALARIES & BENEFITS	\$38,050,000.00	\$0.00	\$37,474,284.53	\$4,065,183.59	\$2,920,439.61	\$32,115,114.64	\$30,373,671.12	\$0.00	\$32,115,114.64	84.4%	\$5,934,885.36
2000s	SUPPLIES	2.1%										
2100	General Administrative Supplies	\$696,035.00	\$18,326.44	\$628,227.86	\$62,695.86	\$69,007.07	\$500,722.48	\$537,970.10	\$186,164.71	\$686,887.19	96.2%	\$27,474.25
2200	Property Maintenance & Repair Supplies	\$373,115.00	\$1,050.00	\$298,082.48	\$28,480.31	\$19,293.07	\$247,799.02	\$261,396.45	\$125,051.42	\$372,850.44	99.6%	\$1,314.56
2300	Motor Equipment Fuel & Supplies	\$105,665.00	\$830.04	\$92,977.86	\$4,807.92	\$5,131.05	\$61,409.43	\$80,090.10	\$42,179.62	\$103,589.05	97.3%	\$2,905.99
2500	Supplies for Resale	\$227,885.00	\$0.00	\$148,494.30	\$29,756.58	\$4,062.91	\$174,830.08	\$124,894.30	\$18,560.00	\$193,390.08	84.9%	\$34,494.92
	SUBTOTAL -- SUPPLIES	\$1,402,700.00	\$20,206.48	\$1,167,782.50	\$125,740.67	\$97,494.10	\$984,761.01	\$1,004,350.95	\$371,955.75	\$1,356,716.76	95.3%	\$66,189.72
3000s	PURCHASED & CONTRACTED SERVICES	16.1%										
3100	Travel & Meeting Expenses	\$167,810.00	\$0.00	\$178,640.91	\$10,633.66	\$15,425.28	\$134,160.59	\$140,667.70	\$0.00	\$134,160.59	79.9%	\$33,649.41
3200	Communications-Printing & Publications	\$947,260.00	\$750.00	\$809,582.34	\$65,586.46	\$48,606.56	\$682,396.60	\$669,474.83	\$78,084.31	\$760,480.91	80.2%	\$187,529.09
3300	Property Maintenance & Repair Service	\$3,130,052.00	\$49,224.69	\$2,685,945.06	\$419,047.06	\$343,670.20	\$2,257,883.96	\$2,214,728.32	\$918,076.98	\$3,175,960.94	99.9%	\$3,315.75
3400	Insurance	\$305,500.00	\$0.00	\$259,684.00	\$2,261.15	\$0.00	\$268,118.15	\$257,306.00	\$36,643.00	\$304,761.15	99.8%	\$738.85
3500	Rents and Leases	\$948,855.00	\$0.00	\$766,467.97	\$168,395.01	\$64,339.07	\$731,671.85	\$646,768.61	\$217,160.87	\$948,832.72	100.0%	\$22.28
3600	Utilities	\$1,676,380.00	\$0.00	\$1,703,600.27	\$118,405.76	\$121,139.79	\$1,303,258.12	\$1,459,712.61	\$0.00	\$1,303,258.12	77.7%	\$373,121.88
3700	Professional Services	\$1,969,273.00	\$24,382.00	\$2,260,765.84	\$140,853.42	\$103,126.74	\$1,692,042.67	\$2,057,321.08	\$291,075.60	\$1,983,118.27	99.5%	\$10,536.73
3900	Other Contracted Services	\$1,685,270.00	\$0.00	\$1,527,418.17	\$104,365.53	\$87,288.24	\$1,377,518.77	\$1,251,905.26	\$305,319.35	\$1,682,838.12	99.9%	\$2,431.88
	SUBTOTAL -- CONTRACTED SERVICES	\$10,830,400.00	\$74,356.69	\$10,192,104.56	\$1,029,548.05	\$783,595.88	\$8,447,050.71	\$8,697,884.41	\$1,846,360.11	\$10,293,410.82	94.4%	\$611,345.87
4000s	LIBRARY MATERIALS & INFORMATION	13.2%										
4100	Books & Pamphlets	\$5,190,953.00	\$318,318.88	\$5,760,436.64	\$467,404.07	\$469,521.23	\$4,829,200.22	\$5,120,647.63	\$381,016.83	\$5,210,217.05	94.6%	\$299,054.83
4200	Periodicals	\$268,020.00	\$10.00	\$187,694.61	\$516.14	\$247.95	\$13,439.55	\$11,204.96	\$10.00	\$13,449.55	5.0%	\$254,580.45
4300	Audiovisual Material	\$2,120,059.00	\$207,574.96	\$1,546,354.32	\$108,726.33	\$118,841.15	\$1,819,992.57	\$1,277,031.49	\$299,510.30	\$2,119,502.87	91.1%	\$208,131.09
4500	Computer Services & Information	\$1,260,986.00	\$0.00	\$1,249,748.68	\$56,545.10	\$87,981.08	\$899,444.26	\$1,001,846.21	\$539.25	\$899,983.51	71.4%	\$361,002.49
4700	Library Material Repair & Restoration	\$1,000.00	\$0.00	\$189.00	\$0.00	\$0.00	\$189.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,000.00
4900	Library Materials-Other	\$62,482.00	\$2,777.86	\$32,958.92	\$1,483.11	\$5,124.29	\$9,446.56	\$25,047.95	\$3,281.73	\$12,728.29	19.5%	\$52,531.57
	SUBTOTAL -- LIBRARY MATERIALS	\$8,903,500.00	\$528,681.70	\$8,777,382.17	\$634,674.75	\$681,715.70	\$7,571,523.16	\$7,435,967.24	\$684,358.11	\$8,255,881.27	87.5%	\$1,176,300.43
5000s	CAPITAL OUTLAY	4.4%										
5100	Purchase of Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
5400	Building Improvements	\$1,900,000.00	\$308,761.30	\$826,905.18	\$0.00	\$155,557.50	\$441,136.97	\$814,285.18	\$1,690,330.77	\$2,131,467.74	96.5%	\$77,293.56
5500	Furniture & Equipment	\$1,005,000.00	\$116,902.11	\$421,589.50	\$47,063.33	\$3,090.79	\$317,775.09	\$390,276.39	\$99,014.06	\$416,789.15	37.2%	\$705,112.96
5700	Motor Vehicles	\$95,000.00	\$0.00	\$190,013.50	\$0.00	\$0.00	\$83,906.50	\$190,013.50	\$0.00	\$83,906.50	88.3%	\$11,093.50
	SUBTOTAL -- CAPITAL OUTLAY	\$3,000,000.00	\$425,663.41	\$1,438,508.18	\$47,063.33	\$158,648.29	\$842,818.56	\$1,394,575.07	\$1,789,344.83	\$2,632,163.39	76.8%	\$793,500.02
7000s	OTHER OBJECTS	0.1%										
7100	Dues and Memberships	\$44,015.00	\$0.00	\$43,929.99	\$3,018.00	\$268.82	\$43,296.74	\$37,378.46	\$0.00	\$43,296.74	98.4%	\$718.26
7200	Taxes and Assessments	\$35,990.00	\$0.00	\$32,559.86	\$1,147.89	\$1,232.17	\$34,069.12	\$29,822.30	\$0.00	\$34,069.12	94.7%	\$1,920.88
7500	Refunds and Reimbursements	\$7,495.00	\$0.00	\$5,384.83	\$91.78	\$79.14	\$2,679.03	\$2,497.94	\$0.00	\$2,679.03	35.7%	\$4,815.97
7900	Other Miscellaneous Expenses	\$2,500.00	\$0.00	\$684.50	\$0.00	\$505.00	\$2,498.96	\$684.50	\$0.00	\$2,498.96	100.0%	\$1.04
	SUBTOTAL -- OTHER OBJECTS	\$90,000.00	\$0.00	\$82,559.18	\$4,257.67	\$2,085.13	\$82,543.85	\$70,383.20	\$0.00	\$82,543.85	91.7%	\$7,456.15
8000s	CONTINGENCY	0.0%										

CUYAHOGA COUNTY PUBLIC LIBRARY BUDGET EXPENDITURE STATUS Fiscal 2019 -October													83.3% of Year
FUND	Line Item Description	2019 Appropriation	2018 C/O Encumbrance	2018 Final Expended	2019 MTD Expended	2018 MTD Expended	2019 YTD Expended	2018 YTD Expended	2019 ENC + PY Enc	2019 Exp+Enc	2019 % Exp+Enc	2019 Balance	
223	TOTAL -- Project Build	\$10,000.00	\$0.00	\$1,149.24	\$108.14	\$30.06	\$431.85	\$1,088.67	\$0.00	\$431.85	4.3%	\$9,568.15	
232	TOTAL -- Entrepreneurships Adult & Youth	\$65,090.26	\$0.00	\$55,558.33	\$0.00	\$6,875.00	\$20,854.17	\$51,736.64	\$0.00	\$20,854.17	32.0%	\$44,236.09	
236	TOTAL -- Cleveland Foundation Encore Initiative	\$17,199.21	\$0.00	\$41,905.37	\$0.00	\$18,400.95	\$17,199.21	\$38,655.37	\$0.00	\$17,199.21	100.0%	\$0.00	
242	TOTAL -- MyCom Neighborhood	\$221,525.50	\$0.00	\$81,872.23	\$39,162.03	\$7,219.28	\$113,586.92	\$65,699.05	\$0.00	\$113,586.92	51.3%	\$107,938.58	
243	TOTAL -- Memory Lab	\$8,468.18	\$0.00	\$47,910.23	\$600.00	\$10.80	\$3,735.28	\$37,597.45	\$915.25	\$4,650.53	54.9%	\$3,817.65	
244	TOTAL -- WVH Garden Grant	\$3,041.09	\$0.00	\$3,365.65	\$69.17	\$621.53	\$2,622.14	\$3,342.61	\$0.00	\$2,622.14	86.2%	\$418.95	
247	TOTAL -- Adult Education Services	\$2,405,443.99	\$0.00	\$1,341,764.87	\$207,804.93	\$81,345.95	\$1,228,012.48	\$1,063,817.85	\$27,795.79	\$1,255,808.27	52.2%	\$1,149,635.72	
248	TOTAL -- Project Learn	\$779,318.42	\$0.00	\$278,389.96	\$80,756.66	\$17,706.83	\$369,500.63	\$234,764.60	\$14,653.08	\$384,153.71	49.3%	\$395,164.71	
249	TOTAL -- Baby Club	\$81,250.53	\$0.00	\$14,921.58	\$3,825.84	\$1,658.00	\$41,778.08	\$12,179.16	\$11,770.77	\$53,548.85	65.9%	\$27,701.68	
253	TOTAL -- IPAD Lab	\$1,638.36	\$0.00	\$5,486.64	\$0.00	\$0.00	\$0.00	\$5,486.64	\$0.00	\$0.00	0.0%	\$1,638.36	
256	TOTAL -- Food & Culinary Literacy Programs	\$70,600.00	\$0.00	\$22,900.00	\$718.69	\$20,000.00	\$35,716.24	\$20,000.00	\$119.41	\$35,835.65	50.8%	\$34,764.35	
257	TOTAL -- Hotspot Lending Program	\$105,809.00	\$0.00	\$41,934.00	\$0.00	\$0.00	\$36,911.99	\$41,934.00	\$0.00	\$36,911.99	34.9%	\$68,897.01	
259	TOTAL -- TCF Fellow	\$50,000.00	\$0.00	\$0.00	\$4,662.39	\$0.00	\$5,594.88	\$0.00	\$0.00	\$5,594.88	11.2%	\$44,405.12	
261	TOTAL -- Poetry Out Loud	\$5,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$3,000.00	\$5,000.00	100.0%	\$0.00	
270	TOTAL -- Homework Centers	\$469,766.37	\$0.00	\$282,913.12	\$37,551.91	\$24,851.68	\$216,407.15	\$196,559.44	\$3,383.57	\$219,790.72	46.8%	\$249,975.65	
280	TOTAL -- Summer Camps	\$126,909.39	\$0.00	\$106,034.16	\$0.00	\$0.00	\$126,909.39	\$106,034.16	\$0.00	\$126,909.39	100.0%	\$0.00	
290	TOTAL -- Kindergarten & Baby Kits	\$33,500.00	\$0.00	\$0.00	\$351.60	\$0.00	\$30,370.85	\$0.00	\$0.00	\$30,370.85	90.7%	\$3,129.15	
293	TOTAL -- Special School Programming	\$334,177.60	\$0.00	\$212,875.96	\$20,858.80	\$14,092.95	\$166,189.45	\$166,296.85	\$24,279.06	\$190,468.51	57.0%	\$143,709.09	
301	TOTAL -- Note Retirement Fund	\$4,665,506.00	\$0.00	\$4,665,481.26	\$0.00	\$0.00	\$1,075,253.13	\$1,112,740.63	\$0.00	\$1,075,253.13	23.0%	\$3,590,252.87	
402	TOTAL -- Capital Fund	\$7,000,000.00	\$137,830.74	\$6,709,357.06	\$634.45	\$255,037.30	\$594,584.09	\$6,570,428.11	\$814,420.57	\$1,409,004.66	19.7%	\$5,728,826.08	
701	TOTAL -- Trust Fund (Regular)	\$140,000.00	\$12,256.37	\$855,404.56	\$2,715.70	\$6,388.36	\$60,012.54	\$31,859.60	\$6,756.37	\$66,768.91	43.9%	\$85,487.46	
702	TOTAL -- Trust Fund (Special)	\$70,000.00	\$35,550.00	\$2,410,574.17	\$6,619.93	\$122.85	\$89,884.11	\$107,256.82	\$2,420.04	\$92,304.15	87.5%	\$13,245.85	
801	TOTAL -- Endowment Fund	\$75,000.00	\$0.00	\$822.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00	
901	TOTAL -- Agency Fund (FSA)	\$110,000.00	\$0.00	\$100,000.00	\$8,405.19	\$6,049.73	\$92,235.97	\$85,376.32	\$0.00	\$92,235.97	83.9%	\$17,764.03	
	GRAND TOTAL -- All Funds	\$16,849,243.90	\$185,637.11	\$17,280,621.03	\$416,845.43	\$460,411.27	\$4,329,790.55	\$9,952,853.97	\$909,513.91	\$5,239,304.46	30.8%	\$11,795,576.55	

CUYAHOGA COUNTY PUBLIC LIBRARY							
Capital Fund Balances							
Fiscal 2019 --October							
FUND	CC	Project Budget	2019 Expenditures	Expenditures To Date (1)	Encumbered & Unpaid (2)	Project Balance (3)	STATUS
<i>Capital Fund - 402</i>							
Bay	004	\$7,500,000.00	\$410,793.93	\$630,693.43	\$797,056.07	\$6,072,250.50	
Maple Heights	037	\$550,000.00	\$127,912.15	\$510,363.92	\$0.00	\$39,636.08	COMPLETED
Richmond	070	\$2,000,000.00	\$52,093.50	\$52,093.50	\$0.00	\$1,947,906.50	
Total Capital Fund - 402		\$10,050,000.00	\$590,799.58	\$1,193,150.85	\$797,056.07	\$8,059,793.08	



CUYAHOGA COUNTY PUBLIC LIBRARY

All Funds Cash Balance

Fiscal 2019 --October

Fund	Beginning Cash Balance	2019 October Receipts	Receipts To Date	Expenditures To Date	Cash Balance
General Fund	\$2,900,905.26	\$1,919,759.59	\$63,022,252.54	\$55,020,597.15	\$10,902,560.65
Debt Service	\$418.70	\$0.00	\$4,665,506.00	\$1,075,253.13	\$3,590,671.57
Capital Fund - 402	\$15,125,123.85	\$24,923.57	\$293,065.07	\$594,584.09	\$14,823,604.83
Trust Fund - Regular	\$772,058.63	\$5,550.92	\$94,086.60	\$60,012.54	\$806,132.69
Trust Fund - Special	\$651,066.52	\$1,163.68	\$97,896.84	\$89,884.11	\$659,079.25
Endowment Fund	\$79,139.62	\$140.48	\$1,601.81	\$0.00	\$80,741.43
Agency Fund	\$49,790.20	\$8,812.84	\$86,102.52	\$92,235.97	\$43,656.75
Project Build	\$0.00	\$0.00	\$1,149.24	\$431.85	\$717.39
Keybank FNDTH College Prep/Entrepreneurship	\$63,465.26	\$0.00	\$0.00	\$20,854.17	\$42,611.09
Cleveland Foundation Encore Initiative	\$17,199.21	\$0.00	\$0.00	\$17,199.21	\$0.00
MyCom Neighborhood	\$21,225.66	\$50,000.00	\$100,000.00	\$113,586.92	\$7,638.74
Memory Lab Grant	\$8,468.18	\$0.00	\$0.00	\$3,735.28	\$4,732.90
WVH Garden Grant	\$1,041.09	\$0.00	\$2,000.00	\$2,622.14	\$418.95
Adult Education Services (AES)	\$37,083.67	\$194,427.86	\$1,075,508.09	\$1,228,012.48	(\$115,420.72)
Project Learn	\$194,861.40	\$60,270.72	\$220,918.79	\$369,500.63	\$46,279.56
Baby Club	\$37,488.41	\$0.00	\$0.00	\$41,778.08	(\$4,289.67)
IPAD Lab	\$1,638.36	\$0.00	\$0.00	\$0.00	\$1,638.36
Food & Culinary Literacy Programs	\$42,600.00	\$0.00	\$28,000.00	\$35,716.24	\$34,883.76
Hotspot Lending Program	\$0.00	\$12,500.00	\$35,000.00	\$36,911.99	(\$1,911.99)
TCF Fellow	\$0.00	\$0.00	\$25,000.00	\$5,594.88	\$19,405.12
Poetry Out Loud	\$0.00	\$0.00	\$5,000.00	\$2,000.00	\$3,000.00
Homework Centers	\$39,884.37	\$27,500.00	\$170,574.27	\$216,407.15	(\$5,948.51)
Summer Camps	\$5,000.00	\$0.00	\$121,909.39	\$126,909.39	\$0.00
Kindergarten and Baby Kits	\$13,500.00	\$0.00	\$20,000.00	\$30,370.85	\$3,129.15
Special School Programming	\$0.00	\$18,461.57	\$189,384.24	\$166,189.45	\$23,194.79
SUBTOTAL	\$20,061,958.39	\$2,323,511.23	\$70,254,955.40	\$59,350,387.70	\$30,966,526.09
Treasurer's Balance -October 31, 2019					\$30,966,526.09
Add Outstanding Checks					\$442,793.20
Add Outstanding Checks - Payroll					\$1,411.56
Add Outstanding Checks - United Way Acct					\$0.00
Reconciling Transactions - Payroll					\$628.42
Reconciling Transactions - Sweep Account					\$0.00
Deposit in Transit - Fifth Third Escrow					\$0.00
OPERS - Adjustment to Cash Basis					\$5,019.18
Agency Fund 902					\$229,887.66
Agency Fund 903					\$981.57
Agency Fund 904					\$352.52
Agency Fund 905					\$13,648.71
Agency Fund 906					\$7,905.00
Agency Fund 907					\$3.03
Agency Fund 908					\$2,036.10
Agency Fund 909					\$14,215.77
Agency Fund 910					\$3,560.93
Total Book Balance October 31, 2019					\$31,688,969.74
Cash & Depository Balances					
Petty Cash				\$200.00	
Change Funds				\$4,120.00	
Key Bank - Sweep Account				\$4,537,392.72	
Key Bank - Payroll Account				\$165,512.30	
Key Bank - United Way / Community Shares				\$989.53	
Fifth Third Bank - Escrow Account				\$14,215.77	
STAR Ohio-BAY Special				\$137,309.58	
STAR Ohio-BEA Special				\$3,365.44	
STAR Ohio-BKL/TOYS Special				\$48,637.38	
STAR Ohio-BKL II				\$0.00	
STAR Ohio-BRV II Endowment				\$12,368.59	
STAR Ohio-BRV Special				\$133,333.12	
STAR Ohio-CHF Special				\$18,230.58	
STAR Ohio-FPR Special				\$18,500.70	
STAR Ohio-GAT Endowment				\$6,691.07	
STAR Ohio-IND Special				\$15,478.63	
STAR Ohio-MYR Special				\$17,984.33	
STAR Ohio-SEU Endowment				\$61,681.77	
STAR Ohio-SLN Special				\$5,436.24	
STAR Ohio-STV Special				\$2,858.96	
STAR Ohio-McGowan				\$2,349,364.43	
STAR Ohio-Project Learn				\$241,681.90	
STAR Ohio-North Royalton				\$25,989.88	
STAR Ohio-General Fund				\$11,445,500.71	
STAR Ohio-Capital Fund				\$1,526,038.35	
TriState Capital Bank				\$2,137,655.18	
US Bank Investments				\$7,571,027.07	
US Bank Money Market				\$9,228.69	
Northwest Bank Money Market Account				\$100.00	
TriState Capital Bank ICS Account				\$0.00	
Fifth Third Securities				\$1,046,760.73	
Fines and Fees-PNC Bank				\$14,982.50	
Fines and Fees-Key Bank				\$98,227.18	
Fines and Fees-Huntington Bank of Northeast Ohio				\$18,106.41	
Total Depository Bank Balance -October 31, 2019					\$31,688,969.74

CUYAHOGA COUNTY PUBLIC LIBRARY

Investments Approval
Fiscal 2019 --October

Description	Institution of Deposit	Par Value/Qty.	Purchase Yield	Purchase Date	Maturity Date	% of Assets
Money Market Funds						
Sweep Account	Key Bank	\$4,537,392.72	0.75%	n/a	n/a	14.45%
Money Market Fund	Northwest Bank	\$100.00	0.00%	n/a	n/a	0.00%
Money Market Fund	US Bank	\$9,228.69	1.69%	n/a	n/a	0.03%
Money Market Fund	Fifth Third	\$61,760.73	1.70%	n/a	n/a	0.20%
ICS Account	TriState Capital	\$0.00	0.52%	n/a	n/a	0.00%
Star Ohio Accounts						
Star Ohio Accounts	Star Ohio	\$16,070,451.66	2.07%	n/a	n/a	51.18%
US Treasury						
US Government Agency Discount Notes						
Commercial Paper						
JP Morgan Securities	JP Morgan Securities LLC	\$370,000.00	2.68%	February 27, 2019	November 22, 2019	1.18%
Mufg Bank Ltd	Mufg Union Bk	\$300,000.00	2.73%	February 27, 2019	November 22, 2019	0.96%
Toyota Motor Credit	Citibank	\$135,000.00	2.46%	May 31, 2019	November 26, 2019	0.43%
Toyota Motor Credit	Citibank	\$240,000.00	2.01%	September 16, 2019	June 12, 2020	0.76%
Citigroup Global Markets	Citigroup Gbl Mkts	\$180,000.00	1.93%	October 10, 2019	May 11, 2020	0.57%
Citigroup Global Markets	Citigroup Gbl Mkts	\$125,000.00	1.93%	October 21, 2019	June 24, 2020	0.40%
Citigroup Global Markets	Pfizer, Inc	\$305,000.00	1.84%	October 29, 2019	March 12, 2020	0.97%
Certificate of Deposit						
Certificate of Deposit	Discover Bank	\$247,000.00	2.30%	October 19, 2015	September 30, 2020	0.79%
Certificate of Deposit	Capital One National Bank	\$247,000.00	2.28%	October 19, 2015	October 7, 2020	0.79%
Certificate of Deposit	Capital One National Bank	\$247,000.00	2.28%	October 19, 2015	October 7, 2020	0.79%
Certificate of Deposit	Goldman Saks Bank	\$247,000.00	2.20%	October 21, 2015	October 21, 2020	0.79%
Certificate of Deposit	Amex Centurion	\$247,000.00	2.27%	October 29, 2015	October 28, 2020	0.79%
Certificate of Deposit (CDARS)	TriState Capital	\$2,137,655.18	2.45%	June 20, 2019	June 18, 2020	6.81%
Certificate of Deposit	Fifth Third Bank	\$245,000.00	2.45%	March 27, 2019	March 27, 2020	0.78%
Certificate of Deposit	Mutual Savings Bank	\$245,000.00	2.45%	March 27, 2019	March 27, 2020	0.78%
Certificate of Deposit	State Bank of India	\$245,000.00	2.45%	March 27, 2019	March 25, 2020	0.78%
Certificate of Deposit	Wells Fargo Bank National Assoc	\$250,000.00	2.35%	April 24, 2019	May 26, 2020	0.80%
Certificate of Deposit	Multi-Bank Securities Inc	\$249,000.00	2.65%	May 22, 2019	May 15, 2023	0.79%
Certificate of Deposit	Multi-Bank Securities Inc	\$246,000.00	2.55%	May 22, 2019	May 16, 2022	0.78%
Certificate of Deposit	Multi-Bank Securities Inc	\$246,000.00	2.50%	May 30, 2019	May 28, 2021	0.78%
Certificate of Deposit	Multi-Bank Securities Inc/Ally Bk Midvale	\$246,000.00	2.50%	June 10, 2019	June 6, 2022	0.78%
Agency Securities						
Federal National Mortgage	Davidson DA & Company	\$1,100,000.00	1.50%	September 30, 2016	September 30, 2020	3.50%
Federal National Mortgage	Davidson DA & Company	\$550,000.00	1.42%	July 27, 2016	July 27, 2020	1.75%
Federal National Mortgage	Davidson DA & Company	\$1,040,000.00	1.40%	August 30, 2016	August 28, 2020	3.31%
Federal National Mortgage	Fcstone Financial Inc.	\$1,030,000.00	1.60%	August 30, 2016	August 24, 2021	3.28%
TOTAL PORTFOLIO		\$31,398,588.98			100.00%	

Purchase Approval List
November 26, 2019

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
ENCUMBRANCE INCREASES					
1		Construction legal services			
SUMMARY: Necessary to increase amount from \$30,000 to \$33,000 due to additional services needed.					
		As requested by the Operations-Facilities Division.	Roetzel & Andress LPA		\$3,000.00
2		Fire alarm testing, repairs, & cameras			
SUMMARY: Necessary to increase amount from \$65,000 to \$71,500 due to additional necessary inspections.					
		As requested by the Operations-Facilities Division.	Continental Fire & Security Inc		\$6,500.00
3		Wellness Programming			
SUMMARY: Necessary to increase amount from \$35,000 to \$39,000 due to additional health & wellness services.					
		As requested by the Human Resources Division.	Be Well Solutions		\$4,000.00
4		Electrical materials			
SUMMARY: Necessary to increase amount from \$85,000 to \$89,000 due to additional electrical & maintenance repairs system wide.					
		As requested by the Operations-Facilities Division.	Statewide Electrical		\$4,000.00
5		Landscaping services			
SUMMARY: Necessary to increase amount from \$125,000 to \$142,000 due to increase in lawn & landscape services needed.					
		As requested by the Operations-Facilities Division.	Davey Tree		\$17,000.00

Purchase Approval List
November 26, 2019

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
6		Winter Program Guide shipping			
		SUMMARY: Necessary to increase Blanket order from \$50,000 to \$50,900 to cover increased shipping cost for the winter issue.			
		As requested by the Communications and External Relations Division.	R R Donnelley		\$900.00
		GRANT PURCHASES			
7	16	HP EliteBook 850			\$1,275.52
		SUMMARY: Necessary to provide laptops to Adult Education Services staff.	Staples		
		As requested by the Information Technologies Division.	Technology Solutions		\$20,409.00
		NEW PURCHASES			
8		BAUM 714XLT right angle folder			
		SUMMARY: Necessary to replace existing 20 year old print shop equipment.			
		As requested by the Communications and External Relations Division.	Digital Print Solutions		\$18,550.00
9		Yearly lease of 1,075 HP computers with support			
		SUMMARY: Necessary for upgrade of computer equipment. Four year lease has a total amount not-to-exceed \$806,766.	Staples		
		As requested by the Information Technologies Division.	Technology Solutions		\$190,307.00
10		Mental Health Awareness training			
		SUMMARY: Necessary for training employees on mental health issues.			
		As requested by the Human Resources Division.	Recovery Resources		\$18,000.00

Purchase Approval List
November 26, 2019

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
11		Asbestos Abatement			
		SUMMARY: Necessary for asbestos abatement of duct work as part of the	Precision		
		Maple Heights Branch HVAC project.	Environmental Co.		\$19,900.00

Cuyahoga County Public Library
Gift Report / October 1 - 31, 2019

Gift Amount	Donor	Recipient	Purpose
\$100.00	Alpha Delta Kappa, Alpha Nu Chapter	Parma Heights Branch Trust Fund	Appreciation of Services
\$100.00	Alpha Delta Kappa, Alpha Nu Chapter	Parma Branch Trust Fund	Appreciation of Services
\$100.00	Alpha Delta Kappa, Alpha Nu Chapter	Parma-Snow Branch Trust Fund	Branch Trust Fund - Children's Materials
\$27,500.00	The Cleveland Foundation	CCPL	HotSpot Lending
\$15,000.00	The Ferry Family Foundation	CCPL	Homework Centers
\$818.74	Friends of the Bay Village Branch	Bay Village Branch Trust Fund	October Programming & Supplies
\$293.73	Friends of the Beachwood Branch	Beachwood Branch Trust Fund	October Programming & Supplies
\$931.02	Friends of the Brecksville Branch	Brecksville Branch Trust Fund	Ocotber Programming & Supplies
\$96.85	Friends of the Brook Park Branch	Brook Park Branch Trust Fund	October Programming & Supplies
\$199.83	Friends of the Brooklyn Branch	Brooklyn Branch Trust Fund	October Programming & Supplies
\$337.99	Friends of the Chagrin Falls Branch	Chagrin Falls Branch Trust Fund	October Programming & Supplies
\$209.51	Friends of the Gates Mills Branch	Gates Mills Branch Trust Fund	October Programming & Supplies
\$75.00	Friends of the Independence Branch	Independence Branch Trust Fund	October Programming & Supplies
\$760.55	Friends of the Middleburg Heights Branch	Middleburg Heights Branch Trust Fund	October Programming & Supplies
\$816.27	Friends of the North Olmsted Branch	North Olmsted Branch Trust Fund	October Programming & Supplies
\$382.64	Friends of the North Royalton Branch	North Royalton Branch Trust Fund	October Programming & Supplies
\$400.00	Friends of the Olmsted Falls Branch	Olmsted Falls Branch Trust Fund	October Programming & Supplies
\$128.69	Friends of the Orange Branch	Orange Branch Trust Fund	October Programming & Supplies
\$1,000.00	Friends of the Parma Branch	Parma Heights Branch Trust Fund	Grandparents Day program
\$3,170.44	Friends of the Parma Heights Branch	Parma Heights Branch Trust Fund	October Programming & Supplies
\$1,117.24	Friends of the Solon Branch	Solon Branch Trust Fund	October Programming & Supplies
\$463.83	Friends of the Southeast Branch	Southeast Branch Trust Fund	October Programming & Supplies
\$1,000.00	The Giant Eagle Foundation	CCPL	Project Learn
\$50,000.00	MyCom	CCPL	Lead agency for PAR, MHR and WVH 2019-2020 grant year. Payment 2 of 2.
\$12,500.00	The Joyce M. Stielau and Herbert W. Stielau Foundation	CCPL	Homework Centers
\$1,000.00	Trikha Family Foundation	CCPL	General Operating

TEMPORARY ANNUAL APPROPRIATION RESOLUTION

The Board of Library Trustees of the Cuyahoga County Public Library District, Cuyahoga County, Ohio, met in

Regular session on the 26th day of November 2019, at the office of The Board with the following members present:

_____ moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Library Trustees of the Cuyahoga County Public Library District,

Cuyahoga County, Ohio, that to provide for the current expenses and other expenditures of said Board of Library Trustees, during the fiscal year, ending December 31st, 2020, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made for and during said fiscal year, as follows, viz:

That there be appropriated from the

General Fund	\$67,158,165.00
Special Revenue Fund Total	\$2,247,645.46
Project Build	\$8,418.91
Entreprenuerships Adult & Youth	\$44,236.09
MyCom Neighborhood	\$107,638.74
Memory Lab	\$8,468.18
WVH Garden	\$1,041.09
Adult Education Services	\$733,979.13
Project Learn	\$558,583.35
Baby Clubs	\$39,527.36
iPad Labs	\$1,638.36
Food & Culinary Literacy Program	\$34,883.76
Hotspot Lending Program	\$40,588.01
TCF Fellow	\$44,405.12
Poetry Out Loud	\$3,000.00
Homework Centers	\$239,466.49
Summer Camps	\$125,000.00
Kindergarten & Baby Kits	\$3,129.15
Special School Programming	\$253,641.72
Note Retirement Fund	\$4,584,456.00
Capital Fund-402	\$8,000,000.00
Regular Trust Fund	\$140,000.00
Special Trust Fund	\$50,000.00
Endowment Trust Fund	\$2,500.00
Agency Fund	\$100,000.00
GRAND TOTAL - ALL APPROPRIATIONS	\$82,282,766.46

CONTINUANCE

_____ seconded the Resolution and the roll called upon its adoption, the vote resulted as follows:

Aye

Aye

Aye

Aye

Aye

Aye

The State of Ohio, Cuyahoga County, ss.

I, Scott A. Morgan Clerk of the Board of Library Trustees, Cuyahoga County Public Library District, in said County, and whose custody the Files, Journals and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is taken and copied from the original Resolution now on file with said Board, that the foregoing Resolution has been compared by me with the said original and that the same is a true and corrected copy thereof.

Witness my signature, this 26th day of November, 2019.

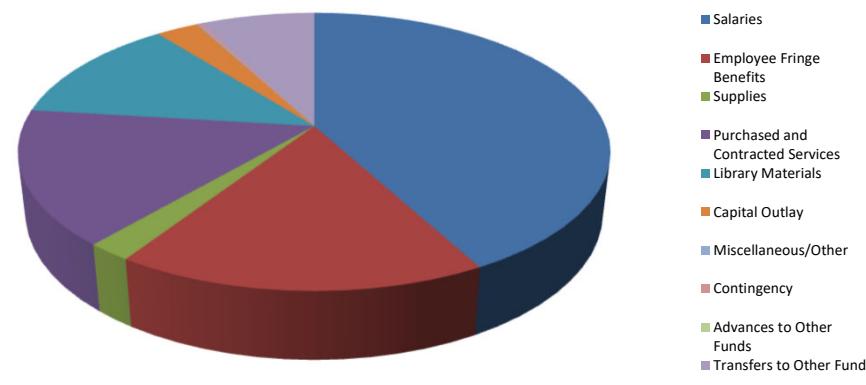
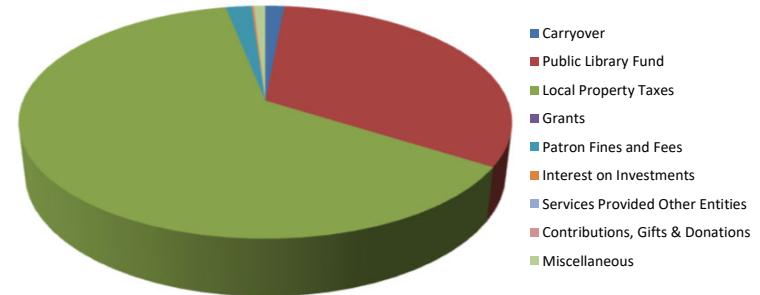
Scott A. Morgan
Fiscal Officer of the Board of Library Trustees of the
Cuyahoga County Public Library District

Cuyahoga County, Ohio

CUYAHOGA COUNTY PUBLIC LIBRARY
BUDGET PREPARATION
Fiscal 2020-Temporary

Summary Report
General Fund

Description	2020 Proposed Budget	2019 Estimate	2018 Actuals	2017 Actuals
REVENUE				
Carryover	\$1,000,000.00	\$1,851,996.98	\$500,000.00	\$500,000.00
Public Library Fund	\$21,805,665.00	\$21,371,944.00	\$20,769,026.45	\$19,967,032.58
Local Property Taxes	\$42,275,000.00	\$42,500,000.00	\$42,725,869.90	\$42,263,596.48
Grants	\$0.00	\$0.00	\$0.00	\$0.00
Patron Fines and Fees	\$1,350,000.00	\$1,350,000.00	\$1,356,592.28	\$1,290,784.08
Interest on Investments	\$70,000.00	\$80,000.00	\$38,929.65	\$2,647.49
Services Provided Other Entities	\$2,500.00	\$2,500.00	\$2,710.43	\$4,297.20
Contributions, Gifts & Donations	\$55,000.00	\$55,000.00	\$56,073.46	\$58,249.85
Miscellaneous	\$600,000.00	\$600,000.00	\$593,916.69	\$630,792.54
Advances from Other Funds	\$0.00	\$25,084.00	\$72,108.25	\$0.00
Transfers from Other Funds	\$0.00	\$0.00	\$1,873.72	\$1,324.79
TOTAL	\$67,158,165.00	\$67,836,524.98	\$66,117,100.83	\$64,718,725.01
EXPENDITURES				
Salaries	\$28,280,000.00	\$28,000,000.00	\$28,038,950.21	\$27,978,648.16
Employee Fringe Benefits	\$11,482,110.00	\$10,050,000.00	\$9,435,334.32	\$9,342,795.98
Supplies	\$1,400,000.00	\$1,402,700.00	\$1,167,782.50	\$1,358,240.51
Purchased and Contracted Services	\$10,500,000.00	\$10,830,400.00	\$10,192,104.56	\$8,881,237.18
Library Materials	\$8,403,500.00	\$8,903,500.00	\$8,777,382.17	\$8,620,341.94
Capital Outlay	\$1,860,000.00	\$3,000,000.00	\$1,438,508.18	\$1,865,507.38
Miscellaneous/Other	\$85,000.00	\$90,000.00	\$82,559.18	\$80,460.56
Contingency	\$147,555.00	\$32,108.39	\$0.00	\$0.00
Advances to Other Funds	\$0.00	\$0.00	\$25,084.06	\$66,445.74
Transfers to Other Funds	\$5,000,000.00	\$5,150,000.00	\$5,002,352.91	\$5,944,561.25
TOTAL	\$67,158,165.00	\$67,458,708.39	\$64,160,058.09	\$64,138,238.70



Cuyahoga County Public Library

Resolution To Request Tax Advances from Cuyahoga County

Whereas, a resolution is required by the Cuyahoga County Public Library Board of Trustees to request advances of tax revenues from the Cuyahoga County Treasurer, and;

Whereas, the Cuyahoga County Public Library Board of Trustees desires to receive advances of tax revenue from the Cuyahoga County Treasurer,

Now therefore be it resolved, that the Cuyahoga County Public Library Board of Trustees hereby requests advances from the Cuyahoga County Treasurer for all tax revenues collected in the year 2020.

Approved 26 November 2019

Patricia A. Shlonsky
President

Dean E. DePiero
Secretary

Cuyahoga County Public Library

Resolution Authorizing the Library to enter into an agreement with Ozanne Construction Company regarding the Richmond Heights Branch Library Project

Whereas, the Cuyahoga County Public Library is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and

Whereas, this Board has agreed to move the Richmond Heights Branch Library from its current location and place it within the new Richmond Heights Upper School in Richmond Heights, Ohio,

Whereas, the Board of Education of the Richmond Heights Local School District publically bid and awarded a contract to Ozanne Construction Company for the construction of the new school and the construction of the Library Shell and Core as agreed to in the Library Branch Lease; and

Whereas, the work to finish the interior of the Library Shell and Core is the financial responsibility of the Library and will be coordinated with the work that is being completed on the School and Library Shell and Core. Therefore, it is determined that it is in the interest of the Cuyahoga County Public Library system to proceed with a contract awarded to Ozanne Construction to act as Construction Manager and General Contractor to finish the interior of the Branch.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO

SECTION 1

That the Board of Trustees concurs with the findings of the Staff that based upon the contract submitted, Ozanne Construction is the best option for completing the interior of the Branch.

SECTION 2

That the Board of Trustees hereby approves the selection of Ozanne Construction and authorizes the Executive Director to execute the contract in the total amount of **\$1,206,898.00** for said project on behalf of the Library.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action

were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved November 26, 2019

Patricia A. Shlonsky
President

Dean E. DePiero
Secretary

AGREEMENT BETWEEN CUYAHOGA COUNTY PUBLIC LIBRARY
AND OZANNE CONSTRUCTION COMPANY FOR CONSTRUCTION PROJECT

This Agreement is entered into this _____ day of _____, 2019 (the “Effective Date”), by and between Cuyahoga County Public Library and Ozanne Construction Company pursuant to the terms, conditions and provisions set forth below.

1. Parties.

- a. Cuyahoga County Public Library (“Library”) is the Owner having all responsibilities and duties set forth in this Agreement placed upon the Owner.
- b. Ozanne Construction Company is a construction contractor with its principal place of business in Cleveland, Ohio hereinafter referred to as “Contractor.”
- c. Library or Owner and Contractor are hereinafter collectively referred to as the “Parties” or forms thereof.

2. The Project.

The project consists of the interior build out of a Cuyahoga County Public Library Branch to be located within the new Richmond Heights Upper School in Richmond Heights, Ohio in space noted as L100. The work shall include all mechanical, electrical, fire protection, plumbing and technology rough-in and finish equipment, as well as painting, finished carpentry, flooring, ceilings, doors and hardware, lockers, drywall and cleaning, as more fully set forth in the plans and specifications for The Project.

3. Architect and Owner’s Representative.

The architect for the Project is:

Then Design Architecture
 4135 Erie Street
 Willoughby, Ohio 44094

Throughout this Agreement, the above architectural firm is referred to as “Architect.”

4. Contract Documents.

The contract documents comprising this Agreement consist of:

- This Agreement, any and all change orders and written amendments to this Agreement including exhibits and appendices thereto signed by both the

Owner and the Contractor in strict accordance with the provisions of this contract;

- Drawings and specifications for the Project approved by the Owner;
- Addendum 1 issued May 15, 2019 – ten pages;
- Addendum 2 issued May 30, 2019 – eleven pages;
- A1A Document A101 – 2017, Exhibit A. Insurance and Bonds;
- A1A Document A201 – 2017, General Conditions of the Contract for Construction;

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

5. Definitions.

- a. The term “Day” shall mean calendar day unless otherwise specifically stated.
- b. The term “Defective Work” is any portion of the labor, services, construction, design, or materials that is negligently performed, defective or not in conformance with the contract documents.
- c. “Final Completion” is the date upon which the Contractor’s obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.
- d. The “Owner’s Program” is an initial description of the Owner’s objectives for the Project that may include budget and time criteria, space requirements, relationships, flexibility, expandability requirements, special equipment and systems and site requirements.
- e. “Substantial Completion” of the Project or a designated portion of the Project, occurs on the date when the Contractor’s obligations are sufficiently complete in accordance with the contract documents, so that the Owner may or does occupy or utilize the Project, or a designated portion, for its intended purpose. Substantial Completion does not mean completion of all of Contractor’s responsibilities and obligations and specifically recognizes that there may be additional work items to be completed or corrected prior to Final Completion.
- f. “Work Site” is the geographical area at the location where the work is to be performed and includes an agreed upon area for Contractor’s trailer, staging area, debris, equipment and materials.

g. "Cost of the Work" is the actual cost to complete the Project.

6. Contractor's Fee.

Contractor shall be paid the sum of \$1,206,898.00 for all work undertaken pursuant to this Agreement and the contract documents. Payment shall be made on a monthly basis. Payment will be made on a progress percentage completion basis. Contractor shall be required to submit detailed pay applications on forms prescribed by Owner as set forth in Section 15 which shall include among other things, a schedule of values showing the percentage of work complete for all items of work scope. Prior to payment being made by Owner, all pay applications shall be submitted to the Architect for review and approval. Payment shall be made to Contractor within thirty (30) days of receipt of a fully approved pay application.

The Architect's review and certification of amounts due to Contractor shall constitute a representation to the Owner, based on the Architect's evaluation of the work as provided and based on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the contract documents. Such representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of subsequent testing and inspections, to correction of minor deviations from the contract documents prior to completion and to specific qualifications expressed by the Architect.

The issuance of a Certificate of Payment shall not be a representation that the Owner or Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the work, reviewed construction means, methods, techniques, sequences or procedures, reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or ascertain how or for what purpose the Contractor has used moneys previously paid on account of the Contract Sum.

7. Contractor's Responsibilities.

a. Contractor shall be responsible for procuring or furnishing the construction of the Project consistent with the plans and specifications issued by the Architect. Contractor shall exercise that level of skill and care in the performance of the Project consistent with the standards in the industry for General Contractors.

b. Contractor shall provide a schedule of construction based upon a critical path method showing the anticipated start and completion dates of all work on the critical path of construction. If at any time work falls more than two weeks behind schedule, Contractor shall notify Owner and

provide Owner with a recovery schedule indicating how the work will be made up.

- c. Contractor shall provide monthly progress reports to the Owner that shall include, but not be limited to, Project progress photographs, schedule, costs incurred to date and to be incurred and shall address any matter that may impact upon the completion of the Project, budget, use and enjoyment of the Project by Owner or other information necessary for the Owner to perform its duties and use the facility upon completion.
- d. Contractor shall identify a project representative during the construction phase who will be the primary point of contact for Owner. Such individual shall be authorized by Contractor to enter into agreements on behalf of Contractor in connection with the progress of the work. Contractor shall have the right to change its representative during the Project, but any change must be approved by Owner.
- e. Contractor shall not discriminate in any manner including but not limited to the employment of labor on account of a person's race, religion, gender, sexual preference, national origin, military experience, or in any other manner protected by law. Contractor agrees to be bound to the terms and conditions of all laws regarding affirmative action and further permits and recognizes that it shall make its books and records regarding the hiring of labor available to the Owner and applicable public bodies at all times. Contractor agrees to maintain an affirmative action policy regarding its workforce and to make its policy available to Owner upon request.

8. Planning and Construction Permits.

Owner shall obtain and pay for all design, building or construction and/or occupancy permits necessary for the construction of the Project.

9. Notice of Commencement.

To the extent required by law, Owner shall prepare a Notice of Commencement which Contractor will make readily available to all subcontractors and suppliers performing work or providing supplies to the Project. Contractor shall also maintain a copy of the Notice of Commencement at the job site.

10. Payment and Performance Bond.

Contractor shall obtain and maintain a payment and performance bond(s) issued by a surety licensed to do business in the State of Ohio for the full amount of its contract sum plus additions to such sum. The Payment and Performance Bond(s) shall designate the Owner as principal. The Payment and Performance Bond(s) shall remain in full force and effect throughout the project and one (1) year thereafter.

11. Substantial Completion.

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve substantial completion of the work no later than 365 calendar days from the date of commencement of the work assuming a start date of December 2, 2019. It is understood that the Library space shall be ready for occupancy by such substantial completion date. If the start date for construction occurs later than December 2, 2019, then Contractor shall achieve substantial completion no later than 365 calendar days from such start date unless the parties agree otherwise. Library shall be responsible for maintaining the space once substantial completion occurs and thereafter. The warranty period will commence upon receipt of the Substantial Completion Certificate as issued by the Architect.

12. Owner's Responsibilities.

- a. The Owner shall provide full information in a timely manner regarding requirements for the Project, including but not limited to the Owner's Program and other relevant information.
- b. Owner represents that it has sufficient funds available and committed for the entire cost of the Project, including a reasonable allowance for changes in the work as may be approved in the course of the work.
- c. If Owner becomes aware of any error, omission or failure to meet the requirements of the contract documents, or any fault or defect in work, Owner agrees to give prompt written notice to the Contractor of same.
- d. Owner agrees to communicate with the Contractor's subcontractors and material suppliers, only through or in the presence of the Contractor. Owner shall have no contractual obligation to Contractor's subcontractors and suppliers.

13. Compensation and Payment to the Contractor.

- a. During construction, Contractor will submit a monthly application for payment using AIA Form Pay Application G-702. If agreed by the parties, Contractor may submit a pencil copy of such pay application to the Architect or Owner for review and approval. If a pencil copy of the pay application is tendered to Architect or Owner, the Architect or Owner shall review and return the pencil pay application within five business days of its receipt.
- b. Payments due to Contractor during construction shall bear interest after the date payment is due at the prime rate prevailing at the location of the Project. Contractor warrants and guarantees that the title to all work, materials and equipment covered by an application for payment, whether

incorporated in the Project or not, are passed to the Owner upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interest or encumbrances.

- c. With each application for payment, Contractor shall (i) itemize the amount due and owing to each subcontractor and supplier and (ii) provide Waivers of Liens from each subcontractor and supplier for the immediate preceding payment.
- d. Any progress payment or monthly payment made by the Owner or any occupancy or use of the Project by Owner, whether in whole or in part, shall not be deemed an acceptance of any work not conforming to the requirements of the contract documents.

14. Retainage.

The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project. The Owner shall pay the Contractor at the rate of 92 percent of the invoice costs, not to exceed the scheduled value, for materials delivered to the site, or other off-site storage location approved by the Architect, provided the Contractor provides the following information with the Payment Request. Payments for the Construction Stage Personnel Costs and Contractor's Fee shall not be subject to retainage. If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, all funds retained for faithful performance of the Work, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, Owner, and applicable bank.

15. Adjustment of Contractor's Application for Payment.

Owner may adjust or reject an application for payment or nullify a previously-approved application for payment in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that the Contractor is responsible:

- Contractor's repeated failure to perform the work as required by the contract documents;
- Loss or damage arising out of or relating to this Agreement and caused by the Contractor to the Owner or others to whom the Owner may be liable;
- Contractor's failure to properly pay the subcontractors or material suppliers for labor, materials, equipment, services or supplies furnished in connection with the Project, provided the Owner is

making payment to the Contractor in accordance with the terms of this Agreement;

- Defective work not corrected in a timely fashion;
- Reasonable evidence of delay in performance of the Project by Contractor such that the Project will not be completed by the date of Substantial Completion and/or the date of Final Completion; and
- Reasonable evidence that demonstrates that the unpaid balance of the contract amount due Contractor is insufficient to fund the cost to complete the Project.

16. Final Payment.

Final payment, consisting of the unpaid balance of the Cost of the Work shall be due and payable when the Project is fully completed. Before issuance of final payment, Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project has been paid or otherwise satisfied. In accepting final payment, Contractor waives all claims against Owner except those previously made in writing and which remain unsettled as of the time of Final Completion.

17. Owner Occupancy or Use of Completed or Partially Completed Work.

Portions of the Project that are completed or partially completed may be used or occupied by the Owner when the portion of the Project is designated in a Certificate of Substantial Completion and appropriate public authority authorization of the occupancy or use has been obtained. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Project. Contractor shall not unreasonably withhold consent to partial occupancy or use of any portion of the Project. Owner shall not unreasonably refuse to accept partial occupancy or use provided such partial occupancy or use is of value to the Owner.

18. Reimbursable Expenses.

There are no reimbursable expenses contemplated or to be paid under this Agreement by Owner to Contractor.

19. Prevailing Wage.

This is a Prevailing Wage Project and Contractor as well as all subcontractors shall pay the proper and applicable prevailing wages to all labor as set by the responsible public agencies.

20. Indemnity, Insurance and Waiver of Subrogation.

- a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees from and against all claims for bodily injury and property damage (other than to the work itself and other property required to be insured, owned by or in the custody of the Owner) that may arise from the performance of the Project, to the extent such bodily injury or property damage is attributable to acts or omissions by the Contractor, its subcontractors, suppliers or consultants or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Contractor is not required to defend, indemnify or hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees for any acts, omissions or negligence of the Owner or its officers, directors, members, consultants, employees, agents or separate contractors.
- b. The Owner and Contractor shall purchase and maintain insurance as set forth in Exhibit A attached hereto.
- c. If applicable, Owner shall obtain and maintain All Builder's Risk Property Insurance during the Project in a form acceptable to the Contractor for the full cost of replacement at the time of any loss. This insurance shall include as additional insureds, the Owner, Contractor, Architect, subcontractors, material suppliers, and sub subcontractors. This insurance shall include all risk insurance for physical loss or damage including, without duplication of coverage at least: theft, vandalism, malicious mischief, transit, materials stored offsite, glass work, temporary buildings, debris removal, flood, earthquake, tornado, testing and damage resulting from defective design, workmanship or material. The Owner shall increase the limits of coverage, if necessary to reflect estimated replacement costs. This insurance policy shall be written without a co-insurance clause, Owner shall be solely responsible for any deductible amounts.
- d. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Contractor. Permission for partial occupancy from any and all insurance companies shall be included as standard in the property insurance policy to insure that this insurance shall not be cancelled or lapsed on account of partial occupancy.
- e. Any insured loss that includes damage to property owned by Contractor shall be adjusted with the Owner and the Contractor and made payable to the Owner and Contractor as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

- f. Upon the occurrence of an insured loss, money received shall be distributed in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution procedure set forth in this Agreement.
- g. Owner and Contractor waive all rights against each other, the Architect, and any of their respective employees, agents, consultants, subcontractors, material suppliers and sub subcontractors for damages covered by the insurance provided pursuant to this Agreement, to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. The Contractor shall require and maintain similar waivers from the Architect, subcontractors and all suppliers and shall require each of them to include similar waivers in their sub subcontracts and consulting agreements.
- h. All policies of insurance shall be endorsed to state that the carrier waives any right of subrogation against, to the extent applicable, Owner, Contractor, Architect, subcontractors, material suppliers or sub subcontractors.

21. Hazardous Materials.

- a. A hazardous material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup. Contractor shall not be obligated to commence or continue work until any hazardous material discovered at the work site has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.
- b. If after the commencement of the Project, hazardous material is discovered at the work site, the Contractor shall be entitled to immediately stop work in the affected area. Contractor shall report the condition to the Owner, the Architect and if required, the government agency with jurisdiction.
- c. Contractor shall not be required to perform any work relating to or in the area of hazardous materials without written mutual agreement between Contractor and Owner.
- d. If the Contractor incurs additional costs or is delayed due to the presence or remediation of hazardous material, the Contractor shall be entitled to an equitable adjustment in the GMP, compensation, design or construction

services, fee, or date of Substantial Completion or date of Final Completion.

- e. Material safety data sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Project, whether obtained by the Contractor, subcontractors, sub subcontractors, Owner or others, shall be maintained by the Contractor and made available to the Owner and subcontractors upon request.
- f. During Contractor's performance of the Project, Contractor shall be responsible for the proper handling of all materials brought to the work site by the Contractor.
- g. The terms of this Section shall survive the completion of the Project under this Agreement and/or any termination of this Agreement.

22. Changes in the Work.

- a. Changes in the work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by change order, work change directive, or a minor change in the work subject to the limitations stated in the contract documents.
- b. Contractor or Owner may request changes in the work within the general scope of the contract documents. If such changes are made consisting of additions, deletions or other revisions to the contract documents or scope of work, the Contractor's fee, construction services, date of Substantial Completion or date of Final Completion shall be adjusted accordingly. All such changes can occur only if authorized by applicable change order agreed to and entered into by Owner and Contractor.
- c. Owner may issue a written Work Change Directive directing a change in the work prior to reaching agreement with the Contractor on the cost of the work, Contractor's fee, date of Substantial Completion or date of Final Completion, and if appropriate, the compensation for such services.
- d. Owner and Contractor shall negotiate expeditiously and in good faith for appropriate adjustments arising out of Work Change Directives. As the changed work is completed, Contractor shall submit its costs for such work with its application for payment beginning with the next application for payment within 30 days of the issuance of the Work Change Directive. Pending final determination of costs of the Owner, amounts not in dispute may be included in applications for payment and paid by Owner.
- e. Upon agreement of Owner and Contractor for any and all adjustments to be made to the construction fee, date of Substantial Completion and/or date of Final Completion or a change in the work directed by a Work

Change Directive, such agreement shall be the subject of an appropriate Change Order.

- f. If, in the performance of the Project, Contractor finds latent, concealed or subsurface physical conditions which materially differ from the conditions Contractor reasonably anticipated, or physical conditions materially different than those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the Contractor's fee, date of Substantial Completion and/or date of Final Completion shall be equitably adjusted by change order within a reasonable time after the conditions are first observed. Contractor shall provide Owner with prompt written notice of any such unknown condition upon discovery. Contractor acknowledges, however, that it has examined, inspected and satisfied itself as to all reasonably expected surface and subsurface conditions of the Project site.
- g. An increase or decrease in the Contractor's Fee resulting from a change in the work shall be determined by one or more of the following methods:
 - Unit price as set forth in this Agreement or as subsequently agreed;
 - A mutually-accepted, itemized lump sum; or
 - If an increase or decrease cannot be agreed to among the parties and the Owner issues a Work Change Directive, the cost of the change in the work shall be determined by the reasonable actual expense and/or savings of the performance of the work resulting from the change.
- h. If unit prices are indicated in the contract documents or are subsequently agreed to by the parties, but the character or quantity of such unit items as originally contemplated are so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or Contractor, such unit prices shall be equitably adjusted.

23. Claims for Additional Cost or Time.

For any claim for an increase in the Contractor's fee, date of Substantial Completion or date of Final Completion, Contractor shall give the Owner written notice of the claim within seven days after the occurrence giving rise to the claim or within seven days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the work. Any change in the Contractor's fee, date of Substantial Completion or date of Final Completion resulting from such claim shall be authorized by Change Order.

24. Emergencies and Changes in the Law.

- a. In any emergency affecting the safety of persons and/or property, Contractor shall act at its discretion to prevent threatened damage, injury or loss. Any change in the Contractor's fee, date of Substantial Completion or date of Final Completion on account of emergency work shall be determined as provided for in this Agreement.
- b. In the event substantial changes in law or regulations effecting the performance on the Project are enacted after the date of this Agreement, the Contractor's fee, date of Substantial Completion and/or date of Final Completion shall be equitably adjusted by Change Order.

25. Suspension and Termination of the Agreement and Owner's Right to Perform Contractor's Responsibility.

- a. Owner may order Contractor, in writing, to suspend, delay or interrupt any part of the Project without cause for such period of time as the Owner may determine to be appropriate. Adjustments caused by such suspension, delay or interruption shall be made by Owner if it results in an increase in the Contractor's fee, date of Substantial Completion and/or date of Final Completion. No adjustments shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Project or if another provision of this Agreement is applied to render an equitable adjustment.
- b. If the Contractor persistently fails to perform any of its obligations under this Agreement, Owner may, after five days written notice, during the period which Contractor fails to perform such obligation, undertake to perform such obligations. The stipulated sum shall be reduced by the cost to the Owner of performing such obligations.
- c. Upon an additional five days written notice to the Contractor, Owner may terminate this Agreement for any of the following reasons:
 - If the Contractor persistently utilizes improper materials and inadequately skilled workers;
 - If the Contractor does not make proper payment to laborers, material suppliers or subcontractors, provided that the Owner is making payments to the Contractor in accordance with the terms of this Agreement;
 - If the Contractor persistently fails to abide by orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or

- If Contractor otherwise materially breaches any provision of this Agreement.
- d. If Contractor fails to cure or commence and continue to cure within the five days notice, Owner, without prejudice to any other right or remedy, may take possession of the Project and work site and complete the Project using any reasonable means. In this event, Contractor shall not have a right to further payment until the Project is completed.
- e. If Contractor files a petition under the Bankruptcy Code, this Agreement shall terminate immediately at the sole option of Owner. If Owner elects not to terminate this Agreement, Contractor or Contractor's trustee must provide adequate assurance that the Contractor will perform as required by this Agreement.

26. Termination by Owner Without Cause.

If Owner terminates this Agreement other than as set forth above, Owner shall pay the Contractor for all work properly performed and for all proven loss, cost or expense in connection with the Project plus a reasonable fee for demobilization costs. Owner shall also pay to Contractor fair rent for all equipment retained. Owner shall assume and become liable for all obligations, commitments and unsettled claims that Contractor has previously undertaken or incurred in good faith in connection with the Project that are not or cannot be extinguished by Contractor, and caused solely as a result of a termination without cause. As a condition of receiving such payments, Contractor shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of Contractor's rights and benefits to the Owner, including the execution and delivery of required papers and shall minimize all costs and expenses incurred.

27. Termination by Contractor.

- a. Upon five (5) days' written notice to the Owner, the Contractor may terminate this Agreement for any of the following reasons:
 1. if the Work has been stopped for a sixty (60) day period under a court order or order of other governmental authorities have jurisdiction; or as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available;
 2. if the Work is suspended by the Owner for sixty (60) consecutive days;
- b. If the Owner has for thirty (30) days failed to pay the Contractor pursuant to payment terms of this Agreement, the Contractor may give written notice of its intent to terminate this Agreement. If the Contractor does not

receive payment within seven (7) days of giving written notice to the Owner, then upon five (5) days' additional written notice to the Owner, the Contractor may terminate this Agreement. Written notice shall be provided to Owner's representative previously identified in this Agreement.

- c. Upon termination by the Contractor in accordance with this section, the Contractor shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost or expense in connection with the Work.

28. Warranties and Return to the Job Site.

- a. Contractor warrants and represents that the performance by Contractor on the Project, shall be undertaken and completed in a good and workmanlike manner, in full compliance with all terms and conditions of this Agreement.
- b. The Parties agree and warrant that they shall deal with each other in good faith at all times in connection with the terms and conditions of this Agreement and the Project.
- c. Contractor further warrants that all materials and equipment furnished during the construction phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the contract documents and free from defect of workmanship and materials. All warranties shall commence on the date of Substantial Completion of the work or of a designated portion. Contractor agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the contract documents. To the extent products, equipment, systems or materials incorporated in the work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. Contractor shall secure required certificates of inspection, testing or approval and deliver them to the Owner for any and all materials and equipment requiring inspection or testing.
- d. Contractor shall provide Owner with a list of all materials and equipment having a warranty and include the length of such warranties.
- e. At the expiration of both eleven months following the date of Final Completion of the Project, Contractor shall return to the site and perform a general inspection of the Project with Owner's representative. Such general inspection shall be for the purpose of reviewing the Project, determining defects in work, materials or equipment and to recommend

causes of action to Owner. Such performance shall be on a date mutually agreed to by Owner and Contractor and be performed in the presence of and with the participation of Owner's representative. 1 year material and labor warranty unless otherwise expressed by vendor, subcontractor or manufacturer.

29. Attested Accounts.

If an Attested Account or Affidavit for Mechanics' Lien is filed on the Project Funds or against the Property of the Owner, by any subcontractor, sub subcontractor, material supplier or other entity, Contractor will cause the lien to be released within 30 days after notice from Owner to do so. Contractor will bond off the lien if necessary in order to accomplish its release. Contractor will hold Owner harmless, defend and indemnify Owner for any and all costs, including attorney's fees, incurred by Owner as a result of an Attested Account or Affidavit for Mechanics' Lien filed on the Project funds or property of the Owner.

30. Dispute Resolution.

- a. Unless otherwise agreed to in writing, Contractor shall continue to work and maintain the approved schedules during all dispute resolution proceedings. If Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.
- b. If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. Such direct discussions are a required condition precedent to advancing to any subsequent dispute resolution proceedings.
- c. If a dispute cannot be settled as set forth above, the parties agree to submit their dispute to the Cuyahoga County, Ohio, Court of Common Pleas. The Court of Common Pleas of Cuyahoga County has exclusive jurisdiction to hear any and all matters in dispute between the parties.

31. Tender of Operation Manuals and Training of Owner's Staff.

Prior to final completion, Contractor shall collect all written warranties and equipment manuals and deliver them to the Owner in a format typically used under similar circumstances or directed by the Owner. With the assistance of the Owner's maintenance personnel, Contractor shall direct the checkout of utilities and startup of operations and adjusting and balancing of systems and testing for readiness. Contractor shall meet with Owner's maintenance personnel to provide guidance and instructions on the operations of all systems and equipment incorporated into the Project.

32. Assignment.

Contractor shall not assign its interest in this Agreement without the written consent of Owner except as to the assignment of proceeds. Terms and conditions of this Agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives.

33. Governing Law.

This Agreement shall be governed by the law in effect in the State of Ohio, excluding all conflicts of law.

34. Severability.

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision of this Agreement. Any provision deemed invalid shall be modified so as to achieve the intent of the Parties.

35. No Waiver or Performance.

The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

36. Titles and Groupings.

The titles given to the Sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the Sections in this Agreement and the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, use of paragraphs or use of headings be construed to limit any provisions.

37. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, which when properly and fully executed by Contractor and Owner, will constitute execution of this Agreement.

38. Joint Negotiation.

The parties to this Agreement expressly agree that this Agreement was jointly negotiated and drafted and that both had an opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

39. Rights and Remedies; Limitation of Liability.

The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort or otherwise, shall be exclusively those expressly set forth in this Agreement.

Notwithstanding anything to the contrary within this Agreement, any amendment hereto, or any other document between the parties, neither Contractor nor Owner at any time shall be liable to the other for any special, indirect, incidental, lost profits, lost business, punitive or consequential damages, whether such claim is based on contract, strict liability, tort or any other theory of law, even if the possibility of the same was known at the time this Agreement became effective. The provisions of this Section 39 shall (a) not inure to the benefit of any third parties and shall survive the termination of this Agreement with respect to any damages, death or injury occurring as the result of an act, omission or event occurring prior to termination and (b) apply to any and every instance or situation where under or as a result of this Agreement one party hereto could or does have liability to the other party hereto.

40. Force Majeure Clause.

If the critical path of the Project is delayed through no fault of the Contractor by an event of Force Majeure as hereinafter defined, then Contractor shall be entitled to an extension of the contract time for the number of days of delay to the critical path and only to such extension of time. "Force Majeure" shall mean an act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, act of terrorism, civil disturbance, labor strikes away from the site, actual monthly precipitation or actual monthly snowfall that exceeds the maximums listed for each month shown in the National Oceanic and Atmospheric Administration Weather Report for the area for the greatest of the past four calendar years and unavoidable casualties beyond Contractor's control.

41. Time is of the Essence.

All time limits stated in the Contract Documents are of the essence of the Agreement. By executing this Agreement, Contractor confirms that the time limits set forth in this Agreement are reasonable.

42. Complete Agreement.

This Agreement, including all exhibits and other documents attached or referred to herein, constitutes the complete agreement between the Parties and supersedes all previous understandings of the Parties, if any and all oral or implied understandings. This Agreement may not be amended except by a written agreement executed by the designated representatives of each Party.

43. Electronic and Fax Documents.

All electronic and fax copy documents used on the Project or for any means related to the obligations of either Party to this Agreement shall have the full force and effect as an original document.

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE SET FORTH AT ITS OUTSET BY OWNER AND CONTRACTOR.

Cuyahoga County Public Library

Ozanne Construction Company

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Print name: _____

Print name: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Cuyahoga County Public Library

Resolution Authorizing the Library to enter into an agreement with the Board of Education of the Richmond Heights Local School District Regarding a Library Branch Lease

Whereas, the Cuyahoga County Public Library is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and

Whereas, this Board has agreed to move the Richmond Heights Branch Library from its current location and place it within the new Richmond Heights Upper School in Richmond Heights, Ohio,

Whereas, the Board of Education of the Richmond Heights Local School District passed a bond issue to build a new school and as part of their building, construct a Library Shell and Core. The Library will be responsible for contracting and paying for the build out of that space.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO

SECTION 1

That the Board of Trustees agrees to the terms and condition of a Library Branch Lease to be executed between the Library and the Board of Education of the Richmond Heights Local School District.

SECTION 2

That the Board of Trustees hereby approves the execution of a Library Branch Lease authorizes the President of the Board to sign said lease.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved November 26, 2019

Patricia A. Shlonsky
President

Dean E. DePiero
Secretary

LIBRARY BRANCH LEASE

BOARD OF EDUCATION of the RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT

Landlord

and

CUYAHOGA COUNTY PUBLIC LIBRARY

Tenant

Date: _____, 2019

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A	Project Site Plan
B	Floor Plate Drawings
C	List of Plans
D	List of Tenant Improvement Plans
E	Common Area/Facilities for Shared Expense
F	Memorandum of Lease

LIBRARY BRANCH LEASE

THIS LIBRARY BRANCH LEASE (“Lease”) is made this _____ day of _____, 2019, by and between **BOARD OF EDUCATION of the RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT**, a school district duly organized and validly existing under the laws of the State of Ohio, having an address at 447 Richmond Rd, Richmond Heights, Ohio 44143 (“Landlord”) and **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, having an address of 2111 Snow Road, Parma, Ohio 44134 (“Tenant”).

W-I-T-N-E-S-S-E-T-H:

RECITALS:

A. Landlord is in the process of a major capital improvement program that includes the construction, furnishing, and equipping of a new Upper School including but not limited to the Upper School Building (“Building”) with all site improvements, including but not limited to, utilities, ingress and egress roads, sidewalks, parking, landscaping, signage (together with the Building and all improvements the “Upper School Project”) on a portion of the land (the “Project Site”) owned by Landlord and as depicted on Exhibit “A” attached hereto (the “Project Site Plan”). The Upper School will be used to provide educational services for the Landlord’s 7th -12th grade students (the “Upper School Use”).

B. Landlord desires to have Tenant locate a new public library branch which will be commonly known as the “Cuyahoga County Public Library – Richmond Heights Branch” (the “Branch”) in a portion (the “Branch Premises”) of the Upper School Project provided to Tenant for such purpose.

C. Tenant desires to locate the Branch in the Branch Premises subject to the terms and conditions of this Lease.

D. Landlord and Tenant will meet three months prior to the opening of the Building to discuss the development of a memorandum of understanding relating to the provision of library services during the school day (Library open hours and days) and for Tenant’s use of the Upper School including the technology rooms for literacy programs and the dining space for receptions.

ARTICLE I

LEASE OF BRANCH PREMISES

1.01 Lease of Branch Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the Term set forth in Section 2.01 and subject to all of the terms and conditions hereinafter set forth, the Branch Premises more generally depicted in the floor plate drawings of the Building to be constructed as part of the Upper School Project (“Floor Plate Drawings”) attached as Exhibit “B”. The Upper School Project, including the shell and core of the Branch (“Library Shell and Core”) shall be constructed by Landlord on the Project Site. As

the Upper School Project is part of a larger public schools campus and the Branch Premises is within the Building, Tenant's rights also include use of and access to (i) common entrance areas including any emergency exits ("Common Entrance Areas") to the Building and Tenant dedicated entrance areas ("Tenant Dedicated Entrances") to the Building depicted on the Floor Plate Drawings, (ii) common parking areas ("Common Parking Areas") and Tenant dedicated parking areas ("Tenant Dedicated Parking Areas") depicted on the Project Site Plan, and (iii) driveways, roadways and pedestrian walkways depicted on the Project Site Plan or later constructed on the Project Site.

1.02 Basic Lease Provisions. The following constitute the Basic Lease Provisions of this Lease:

A.	Building Name:	Richmond Heights Upper School
	Upper School Address:	447 Richmond Road, Richmond Hts, Ohio 44143
B.	Rentable Area (Branch Premises):	Approximately 5,000 square feet
	Upper School Gross Area:	Approximately 92,000 square feet
C.	Rent:	No rent is payable by the Tenant for the Branch Premises, parking, access, signage or other use rights.
D.	Term:	Twenty-five (25) years commencing on receipt of a certificate of occupancy for the Branch or, if earlier, official opening of the Branch. The parties shall confirm the commencement of the Term and the expiration date of the Term in writing by mutually agreeable written instrument.
E.	Extension Options	Five (5) options, five (5) years each
F.	Target Commencement Date:	November 30, 2020 or the earlier of: (i) the date any temporary or permanent Certificate of Occupancy is received by Tenant; or (ii) the date Tenant occupies the Branch Premises for any purpose other than installing improvements, furniture, fixtures and equipment, and data lines.
G.	Security Deposit:	NONE (\$0.00)

H	Broker:	NONE
I.	Permitted Use:	Public library, community resource center, public meetings/events, and other uses incidental to or in support of any of the foregoing.
J.	Project Space Plans Approval Date:	(Plans to be approved by execution hereof)
K.	Address for notices as follows:	
	Landlord:	BOARD OF EDUCATION of the RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT 447 Richmond Rd Richmond Heights, Ohio 44143 ATTN: Superintendent
	Tenant:	CUYAHOGA COUNTY PUBLIC LIBRARY 2111 Snow Road Parma, Ohio 44134 ATTN: President/CEO

ARTICLE II TERM AND POSSESSION; CONSTRUCTION

2.01 Term. The term of this Lease shall be the period of time specified in Item D of the Basic Lease Provisions (the “Term”; which term includes any extensions in Item E) and shall commence on that date or the earlier of: (A) the date of the issuance of any certificate of occupancy is received, (B) upon such earlier date as Tenant officially opens the Branch in the Branch Premises to the public. The date of commencement, as defined above, hereinafter called the “Commencement Date,” and the “Expiration Date” shall be confirmed by Tenant as provided in Item D of Section 1.02 but failure of Tenant to so confirm shall not be grounds for relief from the terms and conditions of this Lease. The Term shall include any extensions pursuant to the Extension Options referred to in Item E of the Basic Lease Provisions. Tenant may exercise its Extension Options by written notice of extension given to the Landlord at any time prior to expiration of the then current Term or Extension Term.

2.02 Construction of Landlord Improvements.

A. Landlord Construction. Landlord agrees to construct the Upper School Project and cause to be performed and completed the work on the Library Shell and Core, for the Branch Premises as detailed in the Plans referenced in 2.02(B) below, all at Landlord’s sole cost and expense. Subject to force majeure events and Tenant delays, Landlord shall complete the Building, the Library Shell and Core together with all other

components of the Upper School Project by the Target Commencement Date. The Target Commencement Date may be extended for bona fide force majeure events, provided that Landlord provides to Tenant written notice of the cause for any delay and a reasonable calculation of the anticipated Target Commencement Date extension within ten (10) business days of Landlord discovering such force majeure event causing the delay.

B. Plans. Landlord has delivered to Tenant a true and complete set of plans and specifications for the Upper School Project, including, but not limited to the Building and the Library Shell and Core, as well as an approved Project Site Plan and complete set of construction documents and scope of work for Library Shell and Core, which are delineated in Exhibit "C" (such documents are herein collectively referred to as the "Plans"). The portions of the Plans addressing the Library Shell and Core as well as the Tenant Dedicated Entrances, Common Parking Areas and Tenant Dedicated Parking have been approved by Tenant. Landlord shall assure that the mechanical systems and utility capacities designed for the Upper School Project are sufficient for construction and operation of the Branch.

(i) Landlord, at its cost, shall construct the Building and the Library Shell and Core, together with the other components of the Upper School Project necessary to Tenant's use and operation of the Branch, in good workmanlike manner and in accordance with (a) the Plans and, with respect to the Library Shell and Core, any Tenant Change Orders (as hereinafter defined), and (b) all applicable laws, statutes, codes, ordinances, orders and regulations applicable to the same, and (c) this Lease. Costs for additional or upgraded improvements requested to be made to the Library Shell and Core beyond those included in the Plans, where approved by Tenant in a Tenant Change Order (defined below) (net of any other credits due Tenant), shall be due and payable by Tenant as mutually agreed at the time the excess charges are incurred.

(ii) At any time after the Plans are approved by Tenant and thereafter prior to Landlord's construction of the Library Shell and Core, Tenant shall be permitted to direct changes in the Library Shell and Core ("Tenant Change Orders"). Within fourteen (14) days of its receipt of any Tenant Change Order Landlord (i) shall give its written approval thereto or (ii) if Landlord reasonably believes that the Tenant Change Order does not comply with municipal building laws and codes (the "Approval Criteria"), shall request revisions or modifications thereto (but only to the extent the same fails to comply with the Approval Criteria). Tenant shall submit such revisions or modifications within ten (10) days after its receipt of such request from Landlord. Within seven (7) days following receipt by Landlord of such revisions or modifications, Landlord shall give its written approval thereto or shall request other revisions or modifications therein (but relating only to the extent Tenant has failed to comply with Landlord's earlier requests). The preceding two sentences shall be implemented repeatedly until Landlord gives its written approval to the Tenant Change Order. Once approved or deemed approved by Landlord, the Tenant Change Order shall become part of the Plans. At the time of each Tenant Change Order the parties shall as part of approval mutually determine in writing the additional cost to be incurred on account of the particular Tenant Change Order.

Tenant shall be responsible for payment for any net adds to the cost of the Library Shell and Core and shall transfer to the Landlord the amount of the Tenant Change Order (or Post Commencement Tenant Change Order, defined below) so that the Landlord can certify funds pursuant to Ohio Revised Code Section 5705.41. Tenant may also request Tenant Change Orders after the commencement of construction of the Library Shell and Core (“Post Commencement Tenant Change Orders”) but the Approval Criteria for such Post Commencement shall also include the requirement for Landlord’s written approval and any reasonable requirements that Landlord may impose based on schedule, cost and design impacts. Timing for approval of Post Commencement Tenant Change Orders shall follow the time line set forth above for Tenant Change Orders.

C. Punch List. Upon completion of the Library Shell and Core and concurrent with Landlord’s preparation of its punch list with its general contractor/construction manager for the Library Shell and Core, Tenant will walk through the Branch Premises with Landlord and, to the extent that Landlord’s and such contractor’s punch list items pertain to the Branch Premises, or to any other of Tenant’s interests in the Upper School (such as, without limitation, Common Entrance Areas, Tenant Dedicated Entrances, Common Parking Areas, Tenant Dedicated Parking Areas, signage) give input as to matters to be included in said punch list.

D. Landlord Changes to Plans. Landlord shall not make any material changes to or materially impacting the Library Shell and Core, emergency exits, or Parking that service the Branch without Tenant’s consent.

2.03 Tenant’s Buildout of Branch Premises.

A. Tenant Construction. Upon completion of the Library Shell and Core (or prior thereto to the extent the same can be accomplished without material interference or delay to the Library Shell and Core construction by the Landlord), Tenant agrees at its cost to commence construction of the interior Branch Premises tenant improvements (the “Tenant Improvements”). The Tenant Improvements for the Branch Premises shall be completed in accordance with plans and specifications therefor (“Tenant’s Improvement Plans”) as such Plans are determined by Tenant. Tenant shall solicit Landlord’s input on Tenant’s Improvement Plans, but Landlord’s approval of the same is not a condition of the construction thereof. Tenant shall not make any material changes to those Improvement Plans listed on the attached Exhibit “D” without soliciting Landlord’s input. Tenant shall complete the Tenant Improvements within 360 days after the completion of the Library Shell and Core (the “Tenant Improvements Completion Date”). The Tenant Improvements Completion Date may be extended for bona fide force majeure events.

B. Tenant Changes to Tenant’s Improvement Plans. To the extent the same would materially affect the structural components of the Library Shell and Core or require material changes to the major mechanical systems serving the Building, any material changes to the Tenant’s Improvement Plans shall be subject to Landlord’s consent, which consent shall not be unreasonably withheld, delayed or conditioned. Landlord shall respond

within fourteen (14) days of any written request by Tenant for approval of a change to Tenant's Improvement Plans and such change shall be deemed approved if Landlord fails to approve or reject the proposed change. Any rejection shall include a detailed explanation and specific changes to the Tenant's proposed changes that would be acceptable to Landlord.

2.04 Warranties. Landlord shall cause its construction manager to obtain warranties for all of work, labor and materials for the Branch Premises and serving the same to be free from defects in material and workmanship for a period of one (1) year from the date all punch list items have been completed. Landlord shall furthermore obtain conformance with the Construction Documents or assign its rights thereto to Tenant for Tenant to enforce. With respect to the Library Shell and Core, Landlord will assign to Tenant, without recourse, all warranties provided to Landlord by manufacturers, contractors and suppliers. Landlord agrees to pursue, without recourse, all warranties against its manufacturers, contractors or suppliers at the request and expense of Tenant. In any action brought by the Tenant hereunder against a contractor, subcontractor, supplier or upon a warranty or defect claim, Landlord will reasonably cooperate with Tenant.

2.05 Common Design Team. To assure maximum coordination of designs, plans and specifications, the Landlord has retained TDA to draft the Plans who the Tenant may also contract with for its Tenant Change Orders or other Improvements.

2.06 Common Construction Management Team. The Landlord has retained Ozanne Construction Company to construct that which is described in the Plans (including the Library Shell and Core). To assure maximum coordination of construction and to the extent permitted by applicable law, the Tenant may engage Ozanne to fulfill construction management functions necessary for the construction of the Tenant Improvements, or parts thereof.

2.07 Surrender of the Branch Premises. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of its right to re-enter the Branch Premises without terminating this Lease by reason of Tenant's default, Tenant shall immediately surrender the Branch Premises to Landlord, together with all alterations, improvements and other fixtures (excluding trade fixtures, equipment and personal property) as provided elsewhere herein, in broom-clean condition and in reasonably good order, condition and repair, except for ordinary wear and tear and damage which Tenant is not obligated under the terms of this Lease to repair. Tenant shall have the right to remove its personal property, equipment and trade fixtures provided that Tenant shall repair any damage caused by such removal. Tenant shall not be obligated to remove any of Tenant's Improvements, nor any computer or data lines.

2.08 Holding Over. If Tenant holds over after the expiration or earlier termination of this Lease, Tenant shall become a tenant from month-to-month. Notwithstanding the foregoing provision, no holding over by Tenant shall operate to extend this Lease except as a month-to-month lease, and Tenant shall vacate and surrender the Branch Premises to Landlord upon Tenant's being given thirty (30) days prior written notice from Landlord to vacate. The foregoing provisions of this Section 2.08 are in addition to and do not affect Landlord's right of re-entry or any other rights of Landlord hereunder or as otherwise provided by law.

ARTICLE III RENT; EXPENSES

3.01 Base Rent. In recognition of the substantial advantages to fulfilling the mission and educational goals of the Landlord existing by reason of the existence of the Branch as part of the Upper School Project, Landlord requires no base rent be paid by Tenant for use of the Branch Premises, Common Entrance Areas, Tenant Dedicated Entrances, Common Parking Areas, Tenant Dedicated Parking Areas, and/or roadways and sidewalks on the Upper School Project, or other rights under this Lease.

3.02 Other Expenses.

A. Tenant Expenses. Tenant shall be responsible for the following expenses (“Tenant Expenses”):

(i) Except as expressly provided in this Lease (including, but not limited to, the provisions on shared maintenance, repair and replacement in Section 5.06 related to the Tech Room), during the Term of this Lease Tenant is responsible for the providing, at its cost, of all maintenance, repair and replacement of the Library Shell and Core (once constructed in accordance with this Lease and subject to the right to enforce construction warranties) and the Branch Premises extending from the centerline of the demising wall separating the Branch Premises from the Upper School as such demising wall and Branch Premises as may be shown on the Exhibit “B” Floor Plate Drawings (the “Demising Wall”). Tenant’s responsibility includes the costs incurred for maintenance, repair and replacement for the entirety of the Branch Premises from the centerline of the noted Demising Wall, including, but not limited to, the Branch Premises roof, exterior walls, foundation, structural components, windows, doors, dedicated HVAC mechanical or electrical systems which service only the Branch Premises, utility and service lines within the Branch Premises serving the same, Tenant’s Branch Premises signage, and any improvements (including the Tenants Improvements) made by Tenant as part of or to the Branch Premises. Tenant is not responsible for landscaping installation or maintenance as such is Landlord’s responsibility;

(ii) Insurance premiums, costs and administrative expenses paid or incurred by Tenant for general liability insurance or for casualty insurance upon the Branch, Tenant Improvements and personal property within the Branch;

(iii) Except as stated elsewhere in this Lease, utility charges for all required services (including electric, water, natural gas) to the Branch which shall be separately metered to the extent practicable and, where not practicable, shall be fairly allocated between the Landlord and Tenant by mutually agreeable methods based upon use.

B. Direct Payment of Tenant Expenses; Reimbursement of Landlord. Tenant shall directly pay the Tenant Expenses which are separately metered and/or separately billed to Tenant. In the event Tenant fails to pay any of the Tenant Expenses, Landlord, may, but shall not be obligated to, pay the same. In the event Landlord pays any Tenant Expenses, Tenant shall reimburse Landlord for the costs of such within ten (10) days of receiving written notice of Landlord's payment.

C. Landlord Expenses. Landlord shall pay all expenses incurred in connection with the Upper School Project except those specifically payable by Tenant under the express terms of this Lease. Without limited the generality of the foregoing and for the avoidance of doubt, Landlord is responsible for (i) utility lines and service lines to the outside perimeter of the Branch Premises; and (ii) mechanical systems and improvements jointly serving the Branch Premises and any other portion of the Upper School Project. These Landlord expenses are in addition to those as assigned to Landlord under Article VII.

D. Tenant Common Area/Facility Expenses. Tenant shall pay a share of certain common area/common facility expenses ("CAM Expenses") as provided in this Subsection:

(i) "CAM Expenses" shall mean the reasonable direct out of pocket expenses incurred by Landlord (after proper initial installation) for the listed maintenance and repair of the following common areas and facilities (the "Common Areas and Facilities"): (a) portion of the Upper School parking lot to be regularly used by the Tenant for Branch parking (including resealing, restriping, resurfacing); (b) portion of the access road from the nearest main public roadway (Richmond Road) entrance to the Branch (including resealing, restriping and resurfacing); (c) sidewalks from the Branch parking to the Branch entrance (including general maintenance); (d) parking lot lighting for the portion of the Upper School parking lot to be regularly used by the Tenant for Branch parking; (e) landscape maintenance for landscape and grass areas (including mowing, trimming, mulching, general maintenance) immediately adjacent to the Branch. The areas of the Upper School which may include features or improvements that are Common Areas and Facilities referred to in this subparagraph are generally depicted on Exhibit "E" entitled "Common Area/Facilities for Shared Expense".

(ii) "Tenant's Share" shall mean six percent (6%) of the CAM Expenses.

(iii) Tenant shall reimburse Landlord for Tenant's Share of the CAM Expenses. Routine non-capital CAM Expenses shall be billed to Tenant which billing shall include an itemized statement of the CAM Expenses covered for the period of the statement together with the calculation of Tenant's Share. Tenant shall have a reasonable right to request and obtain backup material for any charges shown on the statement prior to payment. Tenant shall make payment of the statement within sixty (60) days after the provision of the statement therefor and any required backup material.

(iv) Capital CAM Expenses where the dollar amount of Tenant's Share is \$15,000 or less shall be billed and reimbursed in the same manner as non-capital CAM Expenses.

(v) Capital CAM Expenses where Tenant's Share exceeds the amount set forth in (iv) above are to be incurred after consultation with Tenant to assure timely funds availability. Landlord agrees to confer with Tenant as early as practicable when Capital CAM Expenses covered hereby are planned. Such consultation shall include a description of the project, the need therefore, the costs thereof and the projected Tenant's Share. If the Capital CAM Expenses is of such a nature as to require Landlord to certify funds availability, Tenant will reasonably cooperate in the process as soon as practicable including, as necessary, the prepayment of Tenant's Share.

ARTICLE IV SECURITY DEPOSIT

[There is no required security deposit.]

ARTICLE V OCCUPANCY AND USE

5.01 Occupancy. Tenant shall use and occupy the Branch Premises for the purpose set forth in Item I of the Basic Lease Provisions and shall not use the Branch Premises for any other purpose except with the prior written consent of Landlord, which will not be unreasonably withheld, conditional or delayed.

5.02 Access to and Inspection of the Branch Premises. Except in an emergency where Tenant cannot be reached after diligent efforts, Landlord shall only have the right to enter any part of the Branch Premises during regular business hours and after reasonable notice. Tenant shall have the right to accompany Landlord during any visitation, inspection or repair. In all non-emergency situations, Tenant shall have the right to have Landlord or Landlord's agents accompanied by a representative of Tenant. If representatives of Tenant shall not be present to open and permit such entry into the Branch Premises at anytime when such entry is an emergency, Landlord and its employees and agents may enter the Branch Premises by appropriate means. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease.

5.03 Tenant Access. Tenant shall have access to the Branch Premises and the right to use the Tenant Dedicated Entrances, Common Parking Areas, Tenant Dedicated Parking Areas and ingress and egress roadways and sidewalks at all times except when not practicable or safe during times of emergencies, fire drills and repair/replacement of such spaces.

5.04 General Public Access. During Tenant's normal or special business hours, Tenant shall have the right to extend to members of the general public rights of use and access consistent with Section 5.03. Subject to such rules and regulations as may be mutually agreed by Landlord and Tenant, students and employees of the Landlord at the Upper School Project shall have the

right to use the Branch in the same manner and subject to the same conditions and restrictions as Tenant may apply to members of the general public.

5.05 Public Programs; Silver Sneakers Use. Tenant intends and may use the Branch Premises for various public programs and meetings. In particular, during the Term, Tenant shall permit reasonable use of meeting rooms on a mutually agreeable basis to be determined in good faith discussions with the "Silver Sneakers" sponsor group (no less than one hour per day during week-day open hours and subject to occasional scheduling conflicts that might occur; weekend open hours, use to be determined as available by mutual discussion) for conduct of periodic so-called "Silver Sneakers" exercise/educational programs so long as the "Silver Sneakers" program exists. Landlord and Tenant and representatives of the "Silver Sneakers" will meet three months prior to the opening of the Building to discuss the development of a memorandum of understanding relating to the Silver Sneaker use of the Branch Premises consistent herewith.

5.06 Joint Use. The parties anticipate that within the Branch Premises footprint, as shown in the Floor Plate Drawings, a computer technical room (the "Tech Room") will be installed for computer services and/or other technical equipment serving both the Landlord and Tenant. So long as the Tech Room is available for use by Tenant and Landlord as anticipated on a joint basis, the parties agree that they will have joint secured access to the same. Notwithstanding anything in Section 3.02(A), the cost and expense of utilities, maintenance, repair and replacement of the walls, floors, doors, structure, roof for/of the Tech Room (not including the parties' respective equipment therein which shall be the responsibility of the owner of the equipment) shall be shared on a mutually agreeable basis. If the parties shall be unable to reach a mutually agreeable basis then such costs and expenses shall be based upon the relative space each parties used compared to the space in the Tech Room used by the parties in the aggregate. Neither party shall make such use of the Tech Room as would materially interfere with the reasonable joint use of same by the other.

ARTICLE VI UTILITIES AND OTHER BUILDING SERVICES

6.01 Services to be Provided. Landlord shall, subject to interruptions beyond Landlord's control, furnish to Tenant, all at no cost (except as expressly noted) to be payable by Tenant, the following utilities and other common building or Upper School Project services to the extent reasonably necessary for Tenant's comfortable use and occupancy of the Branch Premises for the use or uses specified in Item I of the Basic Lease Provisions and otherwise, or as may be required by law or directed by governmental authority:

A. Heating, ventilation and air-conditioning at all hours necessary to operate for Common Entry Areas and areas not served by Tenant's HVAC dedicated systems.

B. The Landlord shall provide electrical current to the Branch Premises in accordance with the Plans. Electrical current to the Branch Premises shall be separately metered and Tenant shall pay for its use. Tenant's use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation. To the extent the same can be separately contracted for, Tenant may designate the provider of electrical

current to the Branch Premises. Landlord shall not be entitled to any markup on electrical service charges. Landlord shall provide backup power generation sufficient for emergency use and per the specifications set forth in the Plans.

C. Water for lavatory, drinking and cleaning purposes (Tenant to pay its share based on separate metering or prorata based on use estimates).

D. Snow removal on School Days and during School Hours (and whenever Landlord has snow removal performed on for the Upper School) in all parking areas and for sidewalks; provided, however, that during Landlord's school closure days snow removal may not be accomplished but the Landlord will provide a school schedule so that Tenant may have notice of planned closures and shall notify Tenant of unplanned closure as soon as it reasonably can. Tenant may perform its own snow removal when Landlord has closures noted herein.

E. Cleaning and janitorial service for Common Entrance Areas; pest control for common areas including, but not limited to, Common Entrance Areas.

F. Landscaping and landscape replacement, maintenance, mowing etc for the Upper School Project.

G. Maintenance repair, restriping, resurfacing, and replacing of all parking areas (including, but not limited to, Designated Parking Areas).

H. Maintenance, repair and replacement of the entirety of the Upper School Project roof, exterior walls, foundation, windows, exterior/interior common doors, structural components of the Building (excluding the portions which are expressly stated to be Tenant's responsibility in Sections 3.02(A) and 7.01), HVAC mechanical or electrical systems outside the Library Shell and Core or which service any area of the Upper School Project in addition to the Branch Premises, and any other item which is Landlord's responsibility under this Lease.

I. Security. The Building will be equipped by Landlord with a security package and fire protection system as specified and installed in accordance with the Plans. The Branch Premises and Tenant Dedicated Entrance Areas shall be equipped with separate security zone coverage and keypads enabling opening and use of the Branch Premises when the remainder of the Building may otherwise be secured.

6.02 Additional Services. If Tenant requests any other utilities or building services in addition to those identified above or any of the above utilities or building services in frequency, scope, quality or quantity substantially greater than those which are reasonably required under the circumstances, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. In the event Landlord is able to and does furnish such additional utilities or building services, the reasonable costs thereof shall be borne by Tenant, who shall reimburse Landlord monthly for the same. In no event shall such additional services be provided prior to Landlord providing a quote in writing of additional cost to be incurred. The

costs of such additional utilities or building services shall be billed to Tenant at the direct cost of the same to Landlord without markup.

6.03 Interruption of Services. Tenant understands, acknowledges and agrees that any one or more of the utilities or other building services identified in Section 6.01 may be interrupted by reason of accident, emergency or other causes beyond Landlord's control. Landlord shall, however, use its reasonable efforts to restore any interrupted service. Landlord shall not, however, under any circumstances change, discontinue or diminish services for purpose of repairs or alterations to service without first coordinating with Tenant to minimize the impact of service disruption.

6.04 Lease Exclusions. In addition to any other exclusions set forth in this Lease, the following items will be the responsibility and cost of the Tenant unless otherwise provided in the Plans as Landlord's obligation:

- A. Furniture, fixtures and equipment unless otherwise designated in this Lease;
- B. Telephone, internet and computer wiring/equipment/hardware;
- C. HVAC system for the Branch Premises;
- D. Technical wiring and electrical systems beyond those systems described in the Plans; and
- E. Interior design service, including furniture layout.

ARTICLE VII REPAIRS, MAINTENANCE, ALTERATIONS, IMPROVEMENTS AND FIXTURES

7.01 Repair and Maintenance of Property.

A. Tenant. Except as required of Landlord elsewhere in this Lease, Tenant shall keep and maintain Branch Premises and Library Shell and Core (from the centerline of the Demising Wall to the exterior foundation/exterior wall perimeter), including, but not limited to, the Branch Premises roof, exterior walls, foundation, structural components, windows, doors, dedicated HVAC mechanical or electrical systems which service only the Branch Premises, utility and service lines within the Branch Premises serving the same, Tenant's Branch Premises signage, and any improvements (including the Tenant Improvements) made by Tenant as part of or to the Branch Premises in good order, condition and repair. Landlord shall promptly notify Tenant of any items that Landlord reasonably believes need repair, and Tenant shall promptly repair same.

B. Landlord. Except for the services specified in this Lease as Tenant's responsibility, the cost of and the responsibility to make all repairs, maintenance and replacements to the Upper School Project (including, but not limited to, the Building,

landscaping, parking, parking lot, Designated Parking Areas, exterior lighting, sidewalks, driveways, exterior signage and wayfinding signage) shall be borne by Landlord.

C. Standards; Compliance with Laws and Codes. The party required to maintain, repair or replace any item, shall do so in prompt, workmanlike manner and in accordance with all applicable laws and local building codes. Each party shall coordinate its maintenance, repairs and replacements with the other party so as to avoid unreasonable interference with the use of common areas or facilities and to avoid unreasonable interference with the operations of the other. To the extent maintenance, repair or replacement conducted by Tenant would materially interfere with the school operations in the Upper School (e.g. by reason of materially disruptive noise or the creation of unsafe conditions), the same (except in the case of an emergency) shall be scheduled where practicable during Upper School breaks or during non-school hours or pursuant to a plan approved in good faith by the Landlord to ensure safety and the avoidance of material interference with school operations in the Upper School.

D. Coordination Where Common Walls or Adjacent Improvements Involved. The parties acknowledge that certain components of the Upper School and Branch are immediately adjacent (such as the Demising Wall) or have integrated function (such as the roof and roofing system at the point of connection of the Branch to the remainder of the Upper School). In regards to common walls and integrated adjacent improvements (“Adjacent Improvements”), it is agreed:

- (i) Each party shall maintain its portion of the Adjacent Improvements separately so far as practicable without damage or impairment of the utility and function thereof necessary to the improvements of the other party;
- (ii) With regard to structural portions that may be or include Adjacent Improvements, each party shall have a right to adjacent support;
- (iii) If the repair or maintenance involving an Adjacent Improvement (such as the area at or above the centerline of the Demising Wall) may materially affect the other party’s premises, the parties shall coordinate with one another prior to either undertaking the repair or maintenance. In the event required repair or maintenance is an emergency of such nature to be required to prevent immediate significant damage (such as a significant water leak), the party undertaking emergency repairs may institute immediate repairs provided it promptly notifies the other party. Where repair, maintenance or replacement of an Adjacent Improvement involves portions or components that are assigned variously to both parties (such as the each party’s portion of the Demising Wall or roofing system over the same), the cost of the repair, maintenance and replacement of the Adjacent Improvement shall be shared equitably by the parties based on an agreement to be reached prior to making the repair (or immediately thereafter in the case of an emergency repair).

E. Notwithstanding anything herein to the contrary, in the event any maintenance, repair or replacement is made necessary by the negligent or wrongful act of a

party or a party's agent, contractor, or employee, that party shall be responsible for the cost of the required maintenance, repair or replacement.

7.02 Alterations or Improvements. After initial construction, fixturing and move-in, Tenant may make or may permit to be made, alterations or improvements to the Branch Premises, but only if Tenant obtains the prior written consent of Landlord thereto which consent shall not be unreasonably withheld, conditioned or delayed. No Landlord approval is required, however, for interior, non-structural improvements which do not adversely affect the Building. With respect to any Tenant alterations or improvements, Tenant shall secure all necessary permits and shall make the alterations and improvements in accordance with all applicable laws and building codes, in a good and workmanlike manner. To the extent alterations or improvements would materially interfere with the school operations in the Upper School (e.g. by reason of materially disruptive noise or the creation of unsafe conditions), the alterations or improvements (except in the case of an emergency) shall be scheduled where practicable during Upper School breaks or during non-school hours or pursuant to a plan approved in good faith by the Landlord to ensure safety and the avoidance of material interference with school operations in the Upper School. If interior, non-structural improvements would require closures of the Library or prevent library use during hours when the memorandum of understanding terms (described in Recital D) would provide for the library services to be available to students, Tenant will endeavor in good faith to advise Landlord of the service interruptions to be caused by the improvements.

Tenant shall promptly pay all costs attributable to such alterations and improvements. Tenant shall promptly repair any damage to the Branch Premises or the Building caused by any such alterations or improvements. Any alterations or improvements to the Branch Premises, except movable furniture, equipment and trade fixtures, shall become a part of the realty and the property of Landlord, and shall not be removed by Tenant without Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed.

7.03 Trade Fixtures. Any trade fixtures installed on the Branch Premises by Tenant or any other occupant at its own expense, such as movable partitions, counters, shelving, showcases, mirrors and the like, may be removed on the expiration or earlier termination of this Lease provided Tenant bears the cost of such removal, and repairs at its own expense any and all damage to the Property resulting from such removal. If Tenant or any other occupant fails to remove any and all trade fixtures from the Property on the expiration or earlier termination of this Lease, all such trade fixtures shall become part of the Building.

ARTICLE VIII

FIRE OR OTHER CASUALTY: CASUALTY INSURANCE

8.01 Substantial Destruction of the Building. If the Building is substantially destroyed or damaged (which as used herein, means destruction or material damage to at least fifty percent (50%) of the Building) by fire or other casualty, then the same (including the Library Shell and Core, if damaged or destroyed) shall be promptly reconstructed and restored, by Landlord using available insurance proceeds, and if such amounts are insufficient to complete such reconstruction, then Landlord shall contribute funds necessary to complete such reconstruction

after such casualty; provided, however, that, if Tenant has made any Tenant Improvements and/or additional improvements pursuant to this Lease which are not insured or required to be insured by Landlord, Tenant shall be responsible for the cost of reconstruction of such. Plans and specifications for reconstruction shall be developed by Landlord with Tenant having the right to participate, review and reasonably approve of the same.

In the event that the Building could not be completely restored or rebuilt within one hundred eighty (180) days computed from the hypothetical date of commencement of such construction after adjustment of any insurance claim, or is not completely restored or rebuilt within one hundred eighty (180) days after the date of commencement of such construction, then Tenant may, at its option, either (i) exercisable not later than sixty (60) days after the date of such casualty, deliver to Landlord written notice of its intention to terminate this Lease on a designated date that occurs not less than ninety (90) days after the delivery of such notice (the "Termination Date"), which written notice shall be accompanied by a certificate of an architect licensed in the state in which the Building is located stating that the architect has determined, in its good faith judgment, that the Building cannot be completely restored or rebuilt within a building construction period of one hundred eighty (180) days computed from the hypothetical date of commencement of such construction; (ii) extend the date of completion up to ninety (90) days; or (iii) pursue such other legal remedies as are available in the event that Landlord has failed to diligently pursue reconstruction.

This Lease shall terminate on the Termination Date, except with respect to obligations and liabilities of Tenant or Landlord hereunder, actual or contingent, which have arisen on or prior to the Termination Date, and the net insurance proceeds from Landlord's insurance shall belong to Landlord. In the event of such a termination, all proceeds of Tenant's casualty insurance shall belong to the Tenant.

8.02 Partial Destruction of the Property. If the Building is damaged by fire or other casualty, but not substantially destroyed or damaged to the extent provided in Section 8.01, then such damaged part of the Building shall be promptly reconstructed and restored within sixty (60) days from the receipt of insurance proceed, by Landlord using available insurance proceeds, and if such amounts are insufficient to complete such reconstruction, then Landlord shall contribute funds necessary to complete such reconstruction; provided, however, that Landlord's obligation hereunder shall be limited to the reconstruction of such of the Building and Library Shell and Core as were originally made by Landlord and others (including any Tenant Improvements if included in Landlord's insurance) which are insured or required to be insured by Landlord, and further provided that, if Tenant has made any Tenant Improvements and/or additional improvements pursuant to Section 7.02 which are not insured, Tenant shall be responsible for the reconstruction thereof. Under no circumstances shall there be any right to terminate the Lease or abate rent or CAM expenses upon the occurrence of any fire or other casualty as described in this Section 8.02.

8.03 Casualty Insurance.

A. Landlord Casualty Insurance. Landlord, at its expense, shall at all times during the term of this Lease carry a policy of casualty insurance which insures the Building, including the Library Shell and Core, against loss or damage by fire, flood, earthquake or other casualty (namely, the perils against which insurance is afforded by a standard so called "all-risk" or "extended coverage" insurance policy in an amount not less than one hundred percent (100%) of the full replacement cost of the Building and Library Shell and Core); provided, however, that Landlord shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Tenant of which Tenant may have in the Building or the Branch Premises or any trade fixtures installed by or paid for by Tenant or any other occupant or absent special arrangement in writing between Landlord and Tenant to provide insurance on the same, any additional improvements which Tenant or any other occupant may construct on the Project Site; and, notwithstanding anything contained herein to the contrary, Landlord shall not be liable, and Tenant releases Landlord from liability, for any loss or damage to such property, regardless of cause, except for the gross negligence of Landlord and its employees, agents, customers and invitees.

B. Tenant Casualty Insurance. Tenant, at its expense, shall at all times during the term of this Lease carry a policy of casualty insurance, which insures the Tenant Improvements and other alterations made by Tenant, against loss or damage by fire, flood, earthquake or other casualty (namely, the perils against which insurance is afforded by a standard so called "all-risk" or "extended coverage" insurance policy in an amount not less than one hundred percent (100%) of the full replacement cost of the Tenant Improvements and other alterations made by Tenant.

8.04 Waiver of Subrogation. Landlord and Tenant hereby release each other and each other's employees, agents, customers and invitees from any and all liability for any loss, damage, or injury to person or property occurring in, on, about, or to the Branch Premises, Building, or personal property within the Building or Branch Premises, by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy, regardless of cause, including the negligence of Landlord or Tenant and their respective employees, agents, customers and invitees, and agree that such insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the other party, provided such insurance is available. Because the provisions of this Section 8.04 are intended to preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurer or any other person, each party to this Lease shall give to each insurance company which has issued to it one or more policies of fire and extended coverage insurance notice of the provisions of this Section 8.04 and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this Section 8.04.

ARTICLE IX

PUBLIC LIABILITY AND CASUALTY INSURANCE

9.01 Landlord's Insurance. Landlord shall at all times during the term of this Lease carry, at its own expense, for the protection of Landlord and Tenant, as their interests may appear, one or more policies of general public liability insurance and casualty insurance, issued by one or more financially responsible insurance companies and with the following minimum coverages against loss of or damage or injury to any person (including death resulting therefrom) or property occurring in, on or about the Upper School Project and for casualty damage or loss to the Upper School Project:

- A. Worker's Compensation - minimum statutory amount.
- B. Comprehensive General Liability Insurance, including Blanket, Contractual Liability Broad Form Property Damage, Personal Injury, Completed Operations, Products Liability, Fire Damage - not less than its current limits for both bodily injury and property damage.
- C. Extended risk property and casualty insurance for the Property providing coverage for its full replacement value.

9.02 Tenant's Insurance. Tenant shall at all times during the term of this Lease carry, at its own expense, for the protection of Tenant and Landlord, as their interests may appear, one or more policies of general public liability and property damage insurance and casualty insurance, issued by one or more financially responsible insurance companies and with the following minimum coverages against loss of or damage or injury to any person (including death resulting therefrom) or property occurring in, on or about the Property and for casualty damage or loss to the Branch:

- A. Worker's Compensation - minimum statutory amount.
- B. Comprehensive General Liability Insurance, including Blanket, Contractual Liability Broad Form Property Damage, Personal Injury, Completed Operations, Products Liability, Fire Damage - not less than \$10,000,000 Combined Single Limit for both bodily injury and property damage.
- C. Extended risk property and casualty insurance for the Branch providing coverage for its full replacement value.

Tenant's general liability insurance policy or policies shall name Landlord as an additional insured. Tenant shall furnish Landlord with Certificates of Insurance evidencing such coverage. Tenant shall have the right to carry such insurance under blanket policies and may self-insure Tenant's personal property.

9.03 Coordination of Insurance. The parties shall coordinate their respective casualty insurance in consultation with their individual insurance advisor to avoid unintentional gaps in

coverage of the various improvements and each party's interest in the same. On a periodic basis not less frequently than annually, the parties shall review their coverages with one another for such purposes.

ARTICLE X EMINENT DOMAIN

For purposes of this Lease, (i) "Condemnation" shall mean a governmental taking of all or any material portion of the Property; and (ii) a "Material Temporary Taking" shall mean a temporary governmental taking of all or any material part of the Property for a period in excess of twelve (12) months or a period extending beyond the end of the Term. If during the Term (A) a portion of the Building shall be taken by Condemnation or other eminent domain proceedings which taking does not result in a termination of this Lease pursuant to this Article X or (B) the use or occupancy of the Branch Premises (or common facilities required for the convenient use thereof) or any part thereof shall be temporarily taken by any governmental authority and such temporary taking does not result in a termination of this Lease pursuant to this Article X (a taking described in clause (A) or (B) being a "Non-Termination Taking"), then this Lease shall continue in full force and effect. Landlord shall, promptly after any Non-Termination Taking (including after the cessation of any temporary taking), at its expense, repair any damage caused thereby so that, thereafter, the Building, Library Shell and Core, and common facilities shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such taking.

In the event of any Non-Termination Taking, to the extent repairs are required to the Branch Premises by reason thereof, Landlord shall make the net award available to Tenant to make such repairs; however, if such net award required for such repairs shall be in excess of Five Hundred Thousand Dollars (\$500,000), Landlord shall make the net award available to Tenant only upon submission to Landlord (A) prior to commencement of work, plans and specifications covering all repair work in form and substance acceptable to Landlord and mortgagee, and (B) prior to each periodic disbursement: (1) reasonable evidence that the remaining unapplied net award will be sufficient to pay the remaining unpaid cost of the repair and provide a reasonable contingency reserve, (2) certificates of Tenant delivered to Landlord from time to time as such work or repair progresses, each such certificate describing the work or repair for which Tenant is requesting payment and the cost incurred by Tenant in connection therewith and stating that Tenant has not theretofore received payment for such work, (3) owner's and contractor's sworn statements in customary form and appropriate waivers of mechanic's or construction liens, (4) architect's certificates in customary form covering the work for which payment is requested, and (5) such other requirements as may be imposed by any mortgagee. Any net award remaining after such repairs have been made shall be delivered to Tenant and Tenant shall be entitled to receive the entire net award so remaining, less any costs incurred by Landlord or mortgagee in connection therewith. If the cost of any repairs required to be made by Tenant pursuant to this Article X shall exceed the amount of the net award, the deficiency shall be paid by Tenant.

If a Condemnation or a Material Temporary Taking shall affect all or a substantial portion of the Branch Premises (or common facilities required for the convenient use thereof), and (i) in the case of a Condemnation (other than a temporary taking), such Condemnation shall, in Tenant's good faith judgment, as evidenced by a determination of Tenant's Board of Trustees,

render the Branch Premises unsuitable for restoration for continued use and occupancy for the Permitted Use, or (ii) in the case of a Material Temporary Taking, such Material Temporary Taking shall, in Tenant's good faith judgment, as evidenced by a determination of Tenant's Board of Trustees, render the Branch Premises unsuitable for continued use and occupancy for the Permitted Use business during the period affected by such Material Temporary Taking, then Tenant may, at its option, exercisable not later than sixty (60) days after the date of such Condemnation or the commencement date of such Material Temporary Taking, deliver to Landlord, a certificate of an authorized officer of Tenant describing the event giving rise to such termination and evidencing the determination of Tenant's Board of Trustees, as required under this Section on the Termination Date.

This Lease shall terminate on the Termination Date, except with respect to obligations and liabilities of Tenant or Landlord hereunder, actual or contingent, which have arisen on or prior to the Termination Date, and the parties may pursue such damages or compensation to which it is entitled from the condemning authority.

Anything in this Article to the contrary notwithstanding, Tenant shall have the right to appear, claim, prove and receive so much of the award for such taking as represents compensation for use and occupancy of the Branch Premises up to and including the date of expiration of the Term of this Lease (with extensions) from the date of termination or the temporary taking, whichever is earlier and for its Tenant Improvements or alterations, and Landlord shall be entitled to appear, claim, prove and receive the entire balance of the award. Each party shall cooperate fully with the other in efforts to obtain any such award, and each claimant shall indemnify and hold harmless the other party to the extent of expenses incurred as a result of such cooperation.

ARTICLE XI LIENS

If, because of any act or omission of Tenant or any person rightfully claiming by, through, or under Tenant, any mechanic's lien or attested account shall be filed (whether or not such lien or attested account is valid or enforceable as such), Tenant shall, at its own expense, cause the same to be discharged of record or bonded within thirty (30) days after the date of written demand therefor from Landlord. In the event that Tenant does not cause such lien or attested account to be discharged, or does not post reasonable security against same within the 30-day period described above, Landlord may, but shall not be obligated to, bond the claim upon which such lien or attested account is based; and, if Landlord does so, then Tenant shall pay to Landlord, upon demand, the amount of such claim, plus all other costs and expenses incurred in connection therewith, plus interest thereon at prime plus three percent (3%) per annum until said claim is paid. Tenant shall not be responsible, however, for any mechanic's lien or attested account arising in connection with work or improvements by Landlord or any person claiming by, through or under Landlord.

ARTICLE XII

RENTAL, PERSONAL PROPERTY AND OTHER TAXES

Tenant shall pay before delinquency any and all taxes, assessments, fees or charges, including any sales, gross income, rental, business occupation or other taxes, levied or imposed upon Tenant's or any other occupant's business operations in the Branch Premises and any personal property or similar taxes levied or imposed upon Tenant's or any other occupant's trade fixtures, leasehold improvements or personal property located within the Branch Premises. Notwithstanding the foregoing, Tenant shall have the right to contest in good faith any such item and to defer payment until after Tenant's liability therefor is finally determined. Tenant shall not be responsible for any real estate taxes or assessments of any nature assessed against the Building, Branch Premises or Upper School Project.

ARTICLE XIII

ASSIGNMENT AND SUBLetting

Except as provided in this Lease, Tenant may not directly or indirectly assign this Lease without the prior written consent of Landlord. Tenant may sublet or license use of portions of the Branch Premises for the YMCA's Silver Sneakers Program without limits or notice to Landlord. Tenant may sublet or license use of portions of the Branch Premises or other for uses permitted under this Lease provided that, in the case of subletting or licenses extending for more than five (5) consecutive days the same shall be preceded by ten (10) days' notice of the intent to sublease or license which notice shall include the identity of the subtenant/licensee and the purpose for which the subtenant's/licensee's portion will be used. Landlord may object to the subtenant/licensees for good cause shown. In the event of a permitted assignment, subletting or license, Tenant shall nevertheless at all times remain fully responsible and liable for the performance and observance of all of Tenant's other obligations under the terms, conditions and covenants of this Lease.

Notwithstanding the foregoing, Tenant may assign this Lease or sublease the Branch Premises, in whole or in part, without Landlord's consent, to a subsidiary, parent or subsidiary of parent of Tenant, a successor to Tenant by (a) merger or consolidation, or (b) acquisition of all or substantially all of the assets or interests of Tenant, or (c) creation by legislative action or otherwise of another entity to fulfill the functions of the Tenant in Cuyahoga County, Ohio or Richmond Heights, Ohio; or (d) another governmental or public entity not unsuitable for location adjacent to a public school.

ARTICLE XIV

SUBORDINATION

14.01 Subordination. Landlord has engaged in a Lease-Purchase Financing which encumbered the property on which the Branch Premises will be located. Landlord shall have the right to subordinate this Lease to any mortgage or ground lease placed upon the Building or Upper School Project by so declaring in such mortgage or ground lease; and the recording of any such mortgage or ground lease shall make it prior and superior to this Lease regardless of the date of execution or recording of either document. Tenant shall, at Landlord's request, execute and deliver to Landlord, without cost, any instrument which may reasonably be deemed necessary or

desirable by Landlord to confirm the subordination of this Lease and an Estoppel Certificate as requested by Landlord or Landlord's lender. Tenant shall, in the event any proceedings are brought for the foreclosure of any such mortgage, attorn to the purchaser upon any such foreclosure and recognize such purchaser as the landlord under this Lease, provided such purchaser shall recognize the quiet enjoyment and rights of Tenant to the Branch Premises and the other rights herein contained.

ARTICLE XV DEFAULTS AND REMEDIES

15.01 Defaults by Tenant. The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

A. Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such 30-day period, such default shall be deemed to have been cured if Tenant commences such performance within said 30-day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time.

B. A trustee or receiver shall be appointed to take possession of substantially all of Tenant's assets in, on or about the Branch Premises or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Branch Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter).

C. To the extent permitted by relevant bankruptcy law, if any, a petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same).

15.02 Remedies of Landlord. Upon the occurrence of any event of default set forth in Section 15.01 (after applicable written notice and cure periods and after the conclusion of dispute resolution efforts under Article 16 of this Lease), Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

A. Landlord may re-enter the Branch Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord for any costs and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or

damage which Tenant may sustain by reason of Landlord's action, unless caused by Landlord's negligence.

B. (i) Landlord may terminate this Lease as of the date of such default, in which event: (a) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Branch Premises, and Tenant shall immediately thereafter surrender the Branch Premises to Landlord; or (b) Landlord may re-enter the Branch Premises and dispossess Tenant or any other occupants of the Branch Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession.

C. Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

15.03 Default by Landlord and Remedies of Tenant. It shall be a default under and breach of this Lease by Landlord if it shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such 30-day period, such default shall be deemed to have been cured if Landlord commences such performance within said 30-day period and thereafter diligently undertakes to complete the same and does so complete the same within a reasonable time. Upon the occurrence of any such default (but after the conclusion of dispute resolution efforts under Article XVI of this Lease), Tenant may perform such provision or condition on behalf of Landlord, or make good any such default, and any amount which Tenant shall advance or expend pursuant thereto shall be repaid by Landlord to Tenant upon written demand. Should Landlord refuse to repay Tenant upon demand, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach. These rights are in addition to all other rights Tenant may have at law or equity. Tenant's rights hereunder may be subject to the terms and conditions of Section 14.01 or a subordination, non-disturbance and attornment agreement thereunder.

15.04 Mitigation. Each party shall have a duty to use reasonable efforts to mitigate its damages in the event of default by the other party.

15.05 Non-Waiver of Defaults. The failure or delay by either party hereto to exercise or enforce at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to exercise or enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be deemed to be a waiver of any other or further default and breach.

15.06 Force Majeure. Notwithstanding any other provision contained in this Lease or elsewhere, either party hereto shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action, restrictions,

limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of either party hereto and any such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease.

ARTICLE XVI **DISPUTE RESOLUTION**

16.01 Generally. Landlord and Tenant, desiring to avoid and settle future disputes which may arise between them relative to this Lease (the "Dispute"), hereby agree to submit themselves to the dispute resolution procedure set forth in this Section 16.01.

A. Negotiations. Landlord and Tenant agree that should a Dispute arise between them, written notice of such shall be delivered by either of them to the other whereupon they agree to engage in good faith negotiations in order to resolve such Dispute. If after thirty (30) days the Dispute is not resolved, either of them may request that the Dispute be submitted to mediation in the manner set forth in Subsection 16.01(B). The parties agree that, to the maximum extent practicable, all Disputes shall be consolidated in to one proceeding.

B. Mediation. If a resolution of the Dispute is not reached after the thirty (30) day period set forth in Subsection 16.01(A) has expired, either Landlord or Tenant may deliver to the other a written notice of request for mediation together with a brief description of the issue(s) underlying the Dispute (the "Dispute Notice"). Landlord and Tenant shall then refer the Dispute to a neutral person mutually acceptable to them to act as a mediator (the "Mediator"). If such neutral person cannot be decided upon within twenty (20) days after the latest delivery date of the Dispute Notice, then the neutral person identified by each party shall select a third neutral person to serve as the Mediator. If Landlord and Tenant do not enter into a written agreement to settle the Dispute within fourteen (14) days after the mediation held before the Mediator, then the Dispute shall be settled in accordance with Subsection 16.01(C). Expenses of the Mediator engaged and/or conducted hereunder shall be borne equally by Landlord and Tenant.

C. Litigation. Any issues of the Dispute not resolved after the processes set forth in Subsections 16.01(A) or 16.01(B) may be submitted to the Cuyahoga County Court of Common Pleas, Cuyahoga County, Ohio. No Dispute shall proceed to litigation without first following the procedure set forth in Subsections 16.1(A) and (B).

D. Resolution by Agreement. Nothing contained in this Article shall prevent Landlord and Tenant from settling any Dispute by mutual agreement at any time.

ARTICLE XVII

NOTICE AND PLACE OF PAYMENT

17.01 Notices. Any notice or other communication required or permitted to be given under this Lease or by law shall be in writing and delivered in person, mailed by Certified mail, postage prepaid, or sent via overnight delivery by a nationally-recognized overnight courier to the party who is to receive such notice at the address specified in Item K of the Basic Lease Provisions. When so mailed, the notice shall be deemed to have been given as of the date three (3) business days after it was mailed. The address specified in Item K of the Basic Lease Provisions may be changed by giving written notice thereof to the other party.

17.02 Place of Payment. All payments required to be made by Tenant to Landlord shall be delivered or mailed to Landlord at the address specified in Item K of the Basic Lease Provisions or any other address Landlord may specify from time to time by written notice given to Tenant.

ARTICLE XVIII

HAZARDOUS MATERIALS

Tenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials except for such materials customarily generated or used by Tenant's operations, in which case Tenant shall be unconditionally obligated to appropriately and legally use and dispose of the same. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the applicable standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Branch Premises any such materials or substances except to use in the ordinary course of Tenant's business. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1989, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 5901 et seq., any applicable state or local laws and the regulations adopted under these acts. The within covenants shall survive the expiration or earlier termination of the Lease Term.

ARTICLE XIX

MISCELLANEOUS GENERAL PROVISIONS

19.01 Tenant's Parking Spaces. Landlord shall fully improve and provide Tenant with sufficient parking spaces within reasonable walking distance of the Branch Premises to accommodate Tenant's anticipated use without charge. Not less than seventeen (17) parking spaces as shown on the Project Site Plan shall be designated as a Tenant Designated Parking Area, where the spaces are reserved for Tenant employees and general public using the Branch. Landlord shall not allow student or other parking in the Tenant Designated Parking Area during normal Branch operating hours. Any allocation of parking spaces made pursuant to this Lease shall include a number of handicap accessible spaces sufficient to satisfy any applicable federal, state, or local law, rule or regulation pertaining thereto.

19.02 Choice of Law. This Lease shall be governed by and construed pursuant to the laws of the State of Ohio.

19.03 Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

19.04 Signage; Naming Rights. Tenant shall have the right to name the Branch with Landlord's reasonable right of approval. Landlord hereby approves of the Tenant's current proposed name which may include the "Cuyahoga County Public Library" and "Richmond Heights Branch". The exterior signage of the Branch shall be designed by Landlord and at Landlord's cost, based on the input and reasonable requirements of Tenant. Signage at the roadway entries to the Upper School Project shall include Branch Signage and shall be designed and installed at Landlord's cost, but is subject to Tenant's reasonable approval to assure visibility and appropriate wayfinding for the Branch. Landlord will make every reasonable effort to accommodate Tenant's needs within the context of professional design parameters, economics and approval restrictions.

19.05 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

19.06 Definition of the Relationship Between the Parties. Landlord shall not, by virtue of the execution of this Lease or the leasing of the Branch Premises to Tenant, become or be deemed a partner of or joint venturer with Tenant in the conduct of Tenant's business on the Branch Premises or otherwise. Tenant shall not, by virtue of the execution of this Lease or the leasing of the Branch Premises from Landlord, become or be deemed a partner of or joint venturer with Landlord in the conduct of Landlord's business on the Branch Premises or otherwise.

19.07 Estoppe Certificate. Tenant shall, within twenty (20) days following receipt of a written request from Landlord, execute, acknowledge and deliver to Landlord or to any lender, purchaser or prospective lender or purchaser designated by Landlord a written statement in such form as Landlord may reasonably request, certifying (i) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification), (ii) the date to which rent has been paid, and (iii) that there are not, to Tenant's knowledge, any uncured defaults (or specifying such defaults if any are claimed). Any such statement may be relied upon by any prospective purchaser or mortgagee of all or any part of the Building. Tenant's failure to deliver such statement within such period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified, and that there are no known uncured defaults in Landlord's performance hereunder.

19.08 Brokers. The parties hereto acknowledge, represent and warrant that the only real estate broker or brokers involved in the execution of this Lease are the brokers named in Item H of the Basic Lease Provisions and said broker will not receive a commission from either party; and that no other broker or person is entitled to any leasing commission or compensation as a result of the negotiation or execution of this Lease. Each party shall indemnify the other party and hold it harmless from any and all liability for the breach of any such representation and warranty on its part and shall pay any compensation to any other broker or person who may be deemed or held to be entitled thereto by reason of a breach of the representations contained herein.

19.09 Memorandum of Lease. This Lease shall not be filed for public record by any party hereto, but a memorandum of lease (in the form of **Exhibit "F"**) describing the property herein demised, giving the term of this Lease and referring to this Lease may be recorded by either party and shall be, at the request of the recording party, executed by the other party.

ARTICLE XX **OPTION TO TERMINATE LEASE**

20.01 Landlord's Option. To the extent reservation of such right is required by applicable law, in the event the Landlord shall require the Branch Premises for bona fide public school purposes, then provided Landlord is not then in default, Landlord shall have the option to terminate this Lease subject to the conditions of this Article 20.01. Written notice of termination shall be given by Landlord no less than two hundred seventy (270) days prior the effective date of termination. Upon the effective date of termination, Landlord shall pay Tenant a termination fee equal to the sum of the following: (i) the Amortization Amount (defined below), plus (ii) the cost incurred or to be incurred by Tenant to remove and relocate to storage or another premises, Tenant's personal property, equipment and trade fixtures. In the event of early termination hereunder, Tenant shall not be required to make repairs to the Branch Premises required in connection with the removal of Tenant's personal property, equipment and trade fixtures. For purposes hereof, the Amortization Amount is the unamortized portion of total cost of the initial Tenant Improvements plus the unamortized portion of the total cost of capital improvements made to the Branch Premises by Tenant subsequent to the initial Tenant Improvements. The initial Tenant improvements shall be amortized on a straight-line basis over the initial 25-year Term and subsequent capital improvements shall be amortized on a straight line basis over their useful life.

20.02 Tenant's Option. Provided Tenant is not then in default, Tenant shall have the option to terminate this Lease subject to the conditions of this Article 20.02 if it makes a good faith determination in that the Branch is no longer viable at the location after making reasonable efforts to support the Branch viability. In considering Branch viability the Tenant may consider utilization and comparison to other Branches, library industry statistics and metrics, operating costs, changing demographics, technological advancements and considerations, and any other bona fide factors. Written notice of termination shall be given by Tenant no less than two hundred seventy (270) days prior the effective date of termination. Prior to the effective date of termination, Tenant shall remove Tenant's personal property, equipment and trade fixtures and make repairs the Branch Premises required in connection with the removal of Tenant's personal

property, equipment and trade fixtures. To the extent Tenant does not wish to remove any of it's trade fixtures ("Unwanted Trade Fixtures"), Tenant shall advise Landlord in writing and Landlord may elect to retain the Unwanted Trade Fixtures in the Branch or may require that Tenant remove the same and repair any damage caused thereby.

In the event the Landlord shall cease operating a full school year public school schedule in the Building, Tenant shall have the right to terminate this at any time thereafter upon written notice to the Landlord. Such shall be treated as if the Landlord had elected to terminate the Lease under Section 20.01 effective the date of the Tenant's termination hereunder with Tenant entitled to compensation and benefits as noted in Section 20.01.

ARTICLE XXI RULES AND REGULATIONS

Prior to the Commencement Date, the Landlord and Tenant shall by mutual agreement develop rules and regulations ("Rules and Regulations") governing (i) public school student ("Student") access to the Branch from the remainder of the Building, (ii) Student use of the Branch during normal school hours, (iii) loitering and security policies applicable to Student activity near or at the Building or Branch entrances, (iv) after hour school activities parking affecting the Branch, and (iii) such other matters as may be appropriate given the proximity of the Branch and school, as well as the interaction of the general public and school population. The parties shall thereafter meet no less than annually to review and update the Rules and Regulation by mutual agreement to address any ongoing issues or problems.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

BOARD OF EDUCATION of the
RICHMOND HEIGHTS LOCAL SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

TENANT:

CUYAHOGA COUNTY PUBLIC
LIBRARY

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the _____ of BOARD OF EDUCATION of the RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT, on behalf of said Board and School District.

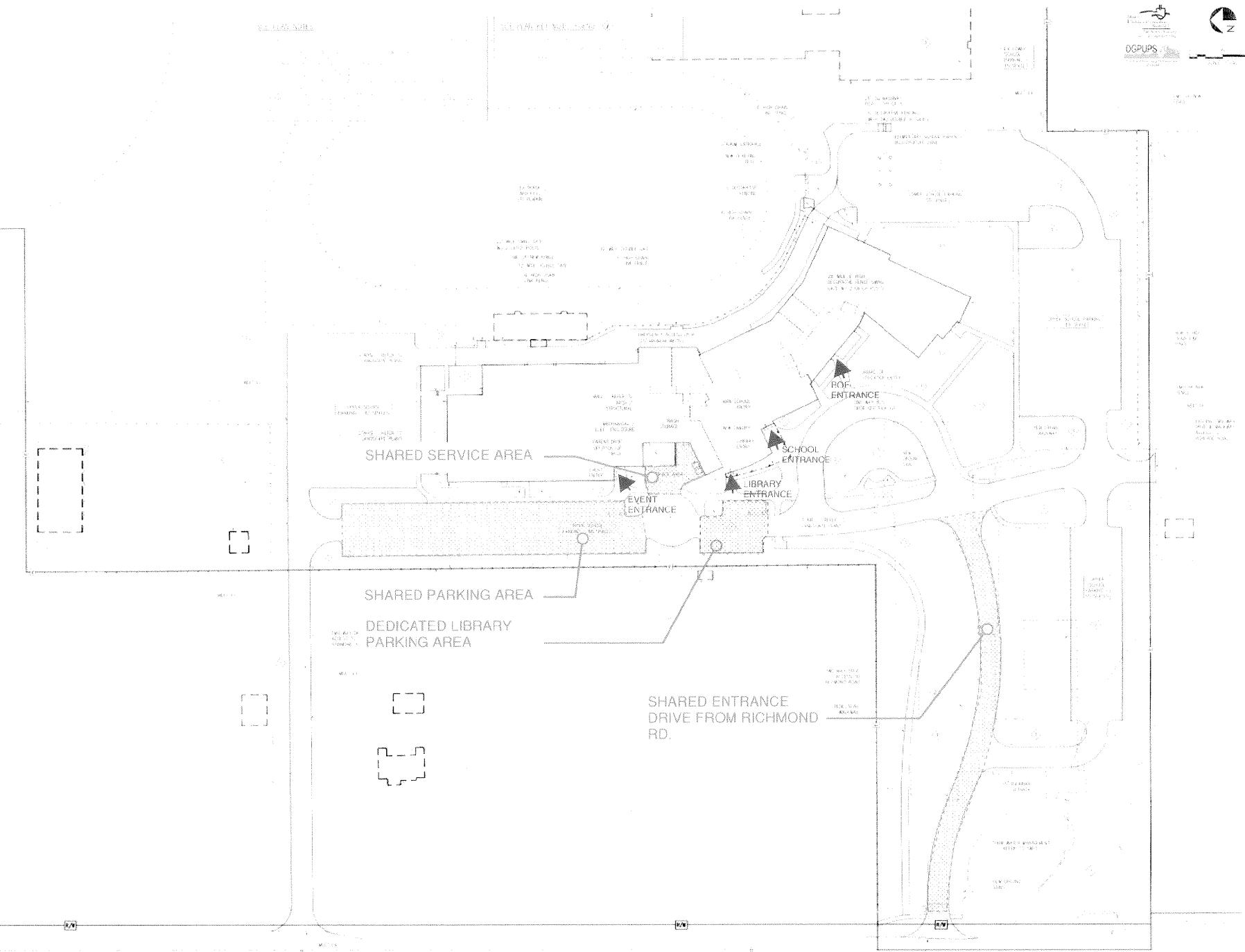
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____, the _____ of CUYAHOGA COUNTY PUBLIC
LIBRARY on behalf of such public library.

Notary Public

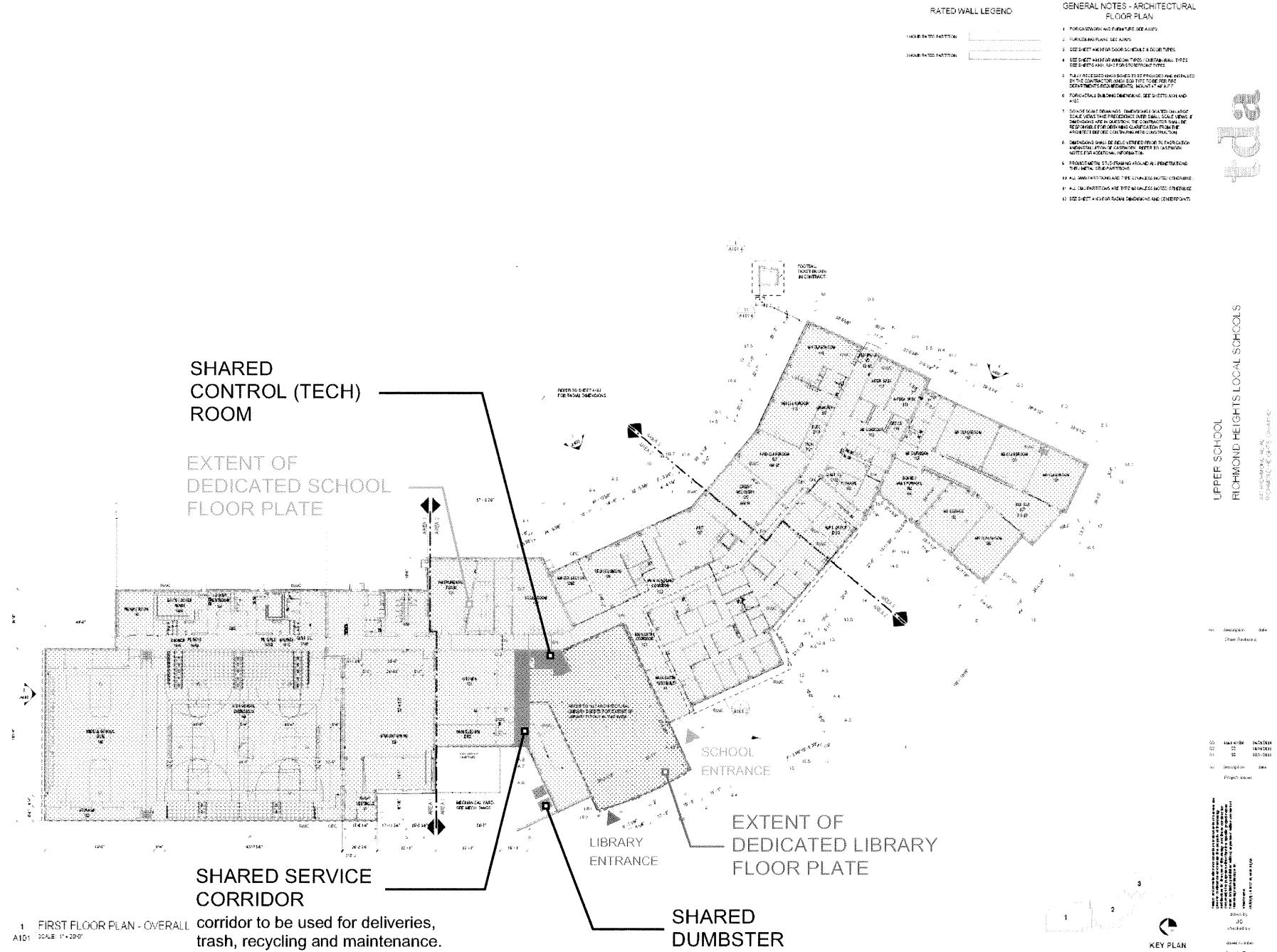
EXHIBIT A**Project Site Plan**



Cuyahoga County Public Library | EXHIBIT A- Project Site Plan
Richmond Heights Branch | Richmond Heights, Ohio

EXHIBIT B

Floor Plate Drawings of the Building



DRAWING INDEX

SHEET
NUMBER

SHEET NAME

LIBRARY FIT-OUT

- AL-101 CCPL - LIBRARY FLOOR PLAN, ENLARGED PLANS, DOOR SCHEDULE
- AL-201 CCPL - LIBRARY REFLECTED CEILING PLAN
- AL-301 CCPL - LIBRARY INTERIOR PLANS & ELEVATIONS
- AL-302 CCPL - LIBRARY INTERIOR ELEVATIONS
- AL-421 CCPL - LIBRARY BUILDING SECTIONS
- AL-701 CCPL - LIBRARY PLAN DETAILS
- AL-801 CCPL - LIBRARY - MILLWORK, CASEWORK, SECTIONS & DETAILS
- AL-921 CCPL - LIBRARY - FINISH SCHEDULE, FLOOR FINISH PLAN

LIBRARY FIT-OUT

- ML-101 CCPL - LIBRARY MECHANICAL PLAN

LIBRARY FIT-OUT

- PL-101 CCPL - LIBRARY PLUMBING PLAN

LIBRARY FIT-OUT

- EL-101 CCPL - LIBRARY LIGHTING PLAN
- EL-201 CCPL - LIBRARY POWER PLAN
- EL-301 CCPL - LIBRARY FIRE ALARM PLAN

LIBRARY FIT-OUT

- TL-101 CCPL - LIBRARY TECHNOLOGY PLAN
- TL-201 LIBRARY TECHNOLOGY ENLARGED PLAN AND DETAILS
- TL-308 CCPL - LIBRARY AV & SOUND SYSTEM ONE-LINE DIAGRAM
- TL-309 CCPL - LIBRARY AV & SOUND SYSTEM DETAILS

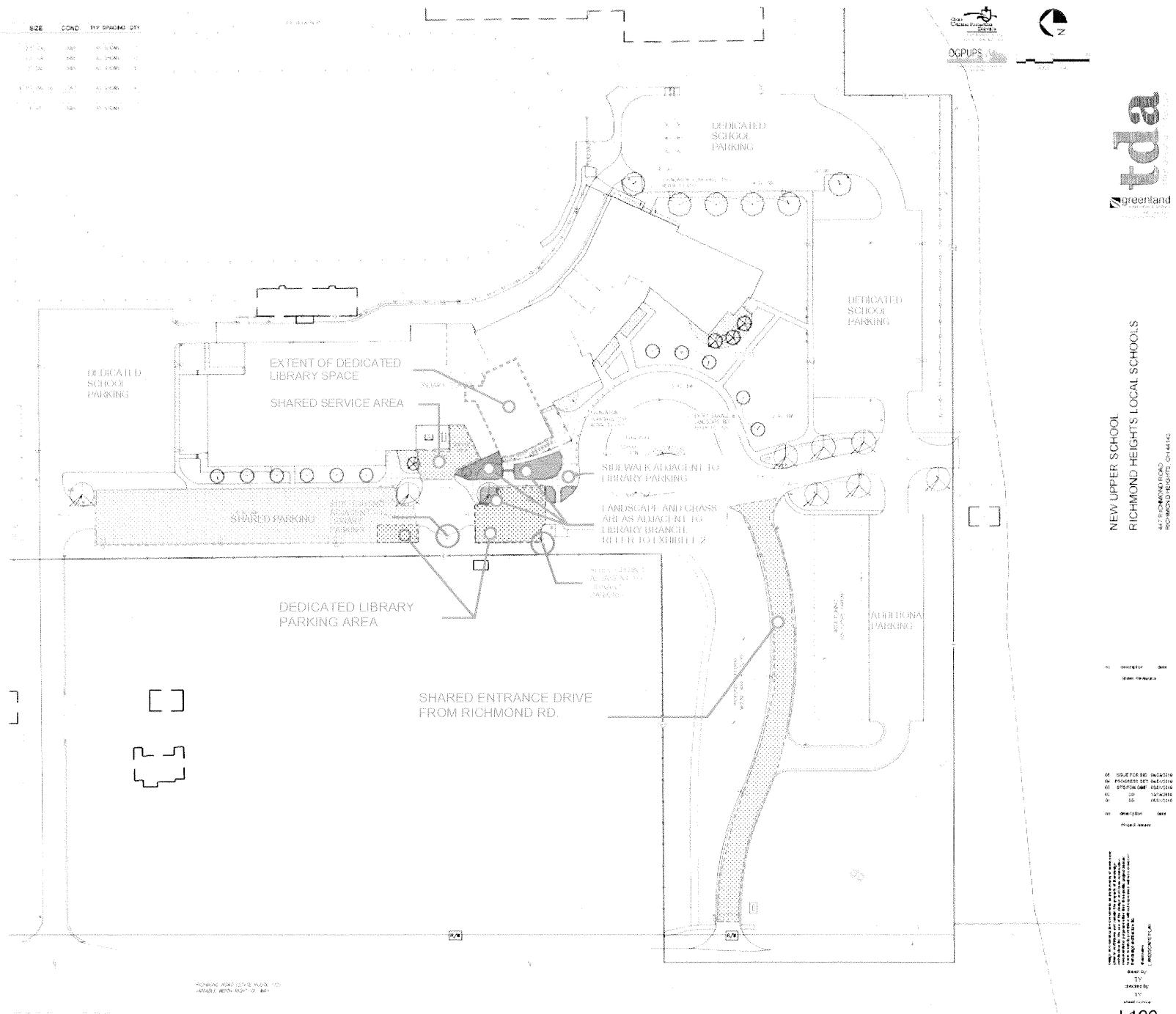
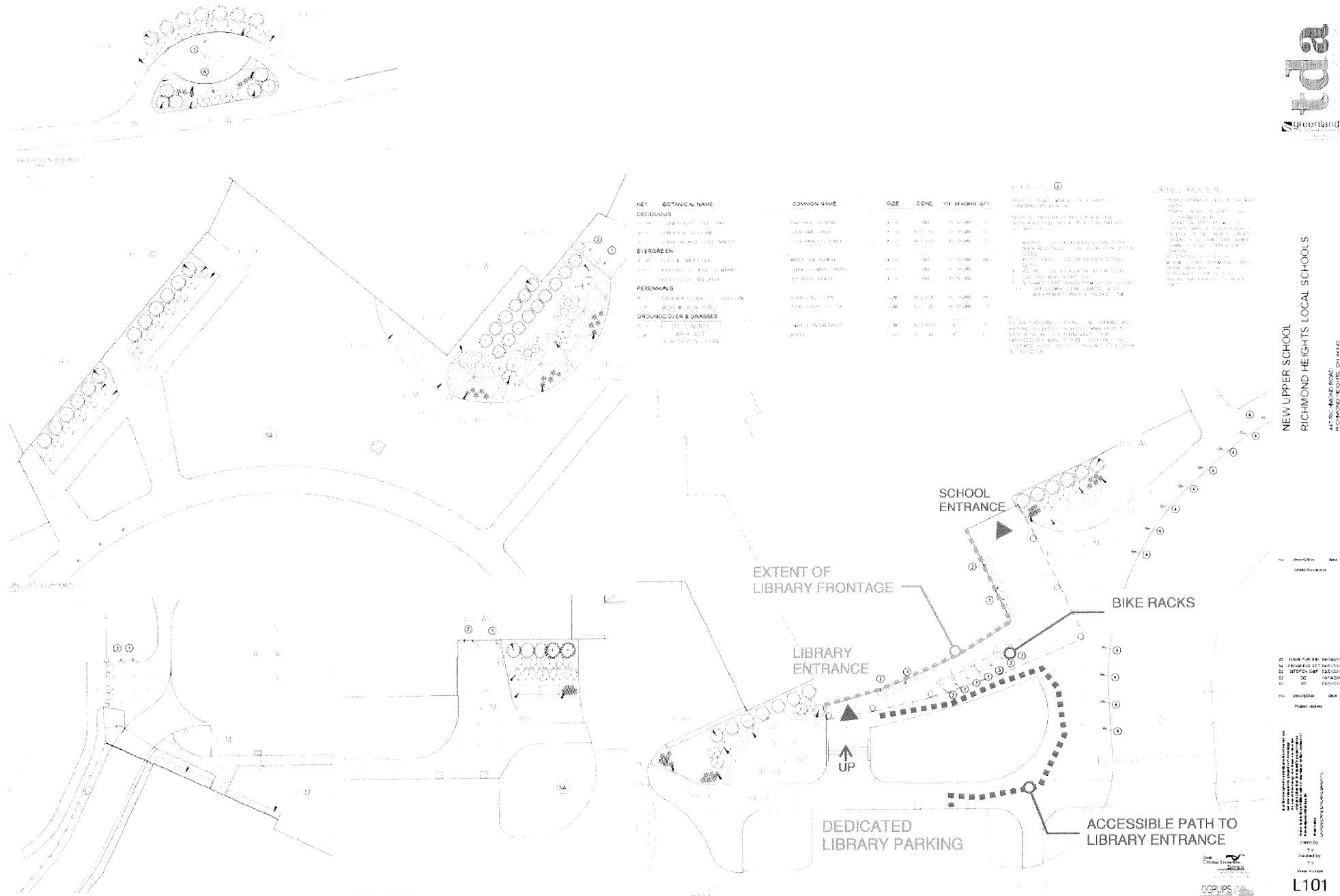


EXHIBIT E

Cuyahoga County Public library | | - Common Areas
Richmond Heights Branch | Richmond Heights, Ohio



Cuyahoga County Public Library |
Richmond Heights Branch | Richmond Heights, Ohio

EXHIBIT E

- Common Areas

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND	TYP	SPACING	QTY
DECIDUOUS							
EV-RH	EUONYMUS ALATUS 'RUGBY HAAS'	RUGBY HAAS EUONYMUS	24" HT	B&B	AS SHOWN	8	
SP-SP	SPIREA X B. 'GOLDFLAME'	GOLDFLAME SPIREA	18" HT	NO. 3 CONT.	AS SHOWN	42	
SP-SP	SPIREA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	18" HT	NO. 3 CONT.	AS SHOWN	25	
EVERGREEN							
BU-MG	BUXUS M. 'WINTER DREAM'	WINTER DREAM BOXWOOD	24" HT	B&B	AS SHOWN	44	
JO-MG	Juniperus chinensis 'MINT JULEP'	GREEN COLUMNAR JUNIPER	8" HT	B&B	AS SHOWN	7	
JO-SG	Juniperus chinensis 'SEA GREEN'	SEA GREEN JUNIPER	24" HT	B&B	AS SHOWN	7	
PERENNIALS							
RU-G	RUDBECKIA FULIGOSA V. 'S. GOLDSTORM'	BLACK-EYED SUSAN	CLUMP	NO. 2 CONT.	AS SHOWN	48	
DR-M	DRACUNULUS M. 'ROYAL PURPLE'	ROYAL PURPLE DRACUNULUS	CLUMP	NO. 1 CONT.	AS SHOWN	175	
GROUNDCOVER & GRASSES							
PE-H	SEE CONCRETE	DWARF FOUNTAIN GRASS	CLUMP	NO. 2 CONT.	18" O.C.	6	
CM	SEE WALK NOTE (FOR SPACING PLAN)	MARIGOLD	6" HT	NO. 1 CONT.	18" O.C.	415	

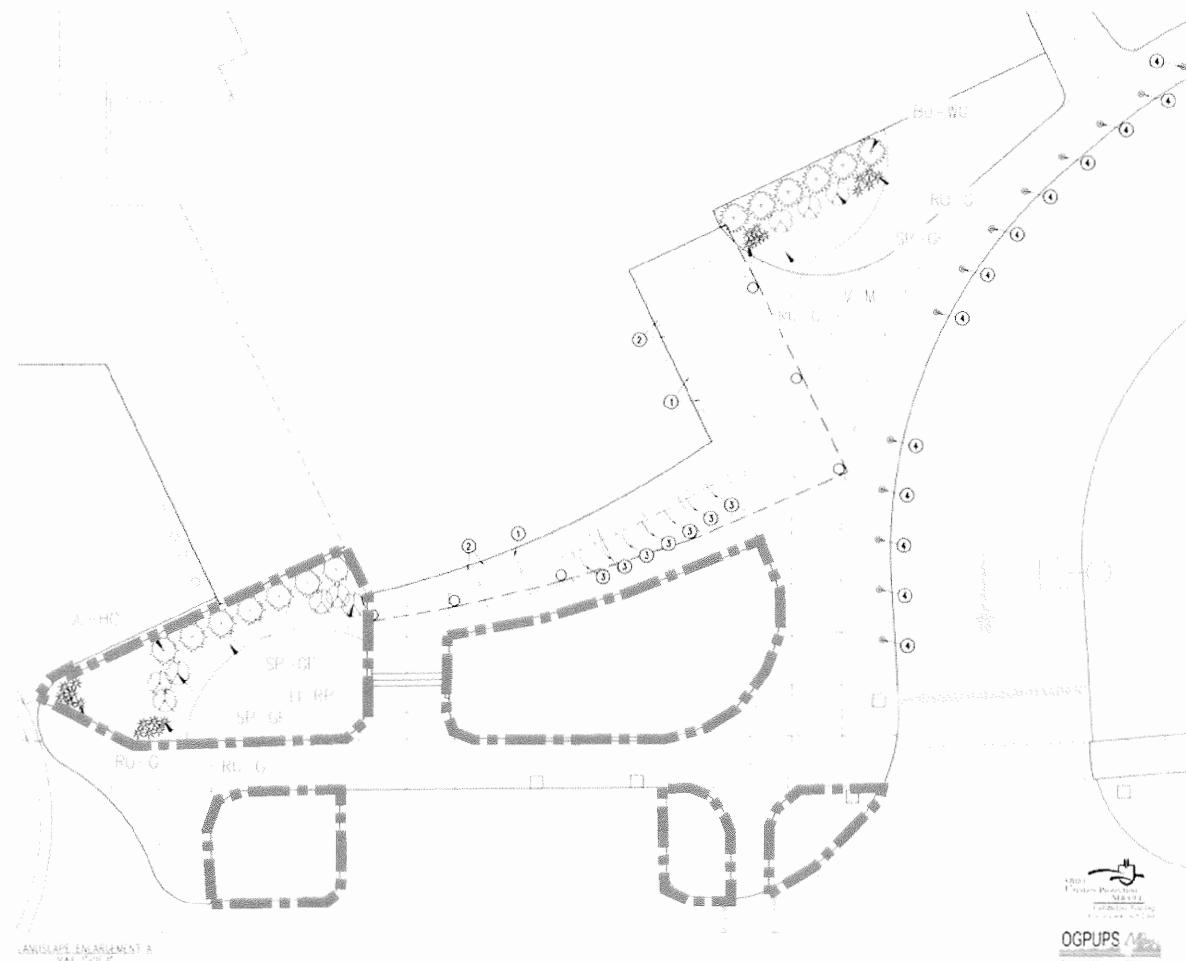
KEY NOTES ①
REFERS TO PROJECT MANUAL FOR DETAILED SITE
FURNISHING SPECIFICATIONS

REFERS TO LANDSCAPE DETAILS FOR ADDITIONAL
INSTALLATION GUIDELINES & PRODUCT INFORMATION
SEE SHEET 1-200

1. REINFORCED CONCRETE EXPANSION JOINTS AT 1200 MM
SPACING
2. CONCRETE CONTRACTION JOINTS - SEE
CONCRETE PAYMENT DETAILS
3. CONCRETE JOINTS AT LIMITS OF
CONCRETE JOINTS, CONCRETE JOINTS
LOCATED ON THE LONGEST JOINTS
4. CONCRETE JOINTS THAT CARRY
SHADING PROPOSED CONTROL JOINT
LOCATIONS
5. CONCRETE JOINTS TO ROCK
MEDIUM TEXTURED BROWN FINISH BRICK
BRICK UNITS SHOULD BE
APPROXIMATELY PERPENDICULAR TO
JOINTS AND PARALLEL TO CONCRETE
JOINTS

CONCRETE WALK NOTE

1. PROVIDE EXPANSION JOINTS AT 1200 MM
SPACING
2. CONCRETE CONTRACTION JOINTS - SEE
CONCRETE PAYMENT DETAILS
3. CONCRETE JOINTS AT LIMITS OF
CONCRETE JOINTS, CONCRETE JOINTS
LOCATED ON THE LONGEST JOINTS
4. CONCRETE JOINTS THAT CARRY
SHADING PROPOSED CONTROL JOINT
LOCATIONS
5. CONCRETE JOINTS TO ROCK
MEDIUM TEXTURED BROWN FINISH BRICK
BRICK UNITS SHOULD BE
APPROXIMATELY PERPENDICULAR TO
JOINTS AND PARALLEL TO CONCRETE
JOINTS



Cuyahoga County Public Library | |
Richmond Heights Branch | Richmond Heights, Ohio

EXHIBIT E

ISSUED FOR BID 4/29/19
- LANDSCAPE PLAN ADJACENT TO BRANCH

EXHIBIT F**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE, dated as of the _____ day of _____, 2019, is entered into by and between **BOARD OF EDUCATION of the RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT**, a school district duly organized and validly existing under the laws of the State of Ohio, having an address at 447 Richmond Rd, Richmond Heights, Ohio 44143 ("Landlord") and **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, having an address of 2111 Snow Road, Parma, Ohio 44134 ("Tenant").

1. For and in consideration of the covenants and conditions more particularly set forth in that certain Lease by and between Landlord and Tenant dated as of _____, 2019 (the "Lease"), Landlord does let and lease unto Tenant and Tenant does lease and take from Landlord those certain improvements described as follows: approximately _____ square feet in a _____ upper school building to be constructed on the Landlord's land, the same being more fully described on **Exhibit A** attached hereto and made a part hereof (the "Premises").

2. TO HAVE AND TO HOLD the Premises for a term of twenty-five (25) years (the "Term") commencing on the Commencement Date (as defined in the Lease); subject, however, to the rental, covenants, provisions and conditions contained in the Lease;

3. During the Term of the Lease, Landlord grants to Tenant all rights that Landlord has with respect to the use, occupancy, and enjoyment of the Premises, including ingress and egress easements and appurtenant rights thereto.

4. Pursuant to the Lease, the Tenant is granted five (5) options to extend the Term for five (5) years per option.

5. Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing and shall be given by either mailing such notices or consents by registered or certified mail, return receipt requested, national overnight carrier, hand delivery, or via facsimile (with a copy sent via U.S. Mail), addressed, to wit:

Landlord:

BOARD OF EDUCATION of the
RICHMOND HEIGHTS LOCAL SCHOOL
DISTRICT
447 Richmond Rd
Richmond Heights, Ohio 44143
ATTN: Superintendent

Tenant:

CUYAHOGA COUNTY PUBLIC
LIBRARY
2111 Snow Road
Parma, Ohio 44134
ATTN: President/CEO

or to such other address or facsimile number as may be specified from time to time, in writing, delivered to the other party.

6. This Memorandum of Lease is executed pursuant to Section 5301.251 of the Ohio Revised Code, and is a summary and condensation of certain provisions of the Lease. Nothing herein is intended to, nor shall, vary or expand the terms and conditions set forth in the Lease.

7. This Memorandum of Lease shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands to triplicates hereof the day and year first above written.

LANDLORD:

BOARD OF EDUCATION of the
RICHMOND HEIGHTS LOCAL SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

TENANT:

CUYAHOGA COUNTY PUBLIC
LIBRARY

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by
_____, the _____ of BOARD OF EDUCATION of the
RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT, on behalf of said Board and School
District.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____, the _____ of CUYAHOGA COUNTY PUBLIC
LIBRARY on behalf of such public library.

Notary Public

This document prepared by:
Brian J. Moore, Esq.
Roetzel & Andress
1375 E. Ninth Street
Cleveland, OH 44114
330-849-6616

EXHIBIT A TO EXHIBIT F

LEGAL DESCRIPTION



File No. 18-028
October 15, 2019

LEGAL DESCRIPTION
Richmond Heights High School
447 Richmond Road
Richmond Heights, Ohio

Situated in the City of Richmond Heights, County of Cuyahoga, and State of Ohio, being part of Original Euclid Township Lot No. 74, Tract No. 12, and being land conveyed to the Board of Education of Richmond Heights Local School District by deeds recorded in Volume 2611, Page 438, Volume 9016, Page 586, Volume 9050, Page 137, Volume 9051, Page 359, Volume 9052, Page 89, Volume 9052, Page 91, Volume 9062, Page 637, Volume 9063, Page 321, Volume 9769, Page 323, Volume 9919, Page 626, Volume 9976, Page 227, Volume 9976, Page 323, and Volume 10940, Page 409 of the Cuyahoga County Deed Records, and more fully described as follows:

Commencing for Reference at a 5/8-inch rebar in monument box found at the centerline intersection of Richmond Road (State Route 175) (variable width right-of-way) and Highland Road (variable width right-of-way) (Dedicated in Volume 225, Page 110 C.C.M.R.) and being the southwesterly corner of said Original Township Lot No. 74, Tract No. 12 and the southwesterly corner of land conveyed to the Village of Richmond Heights (PPN 662-22-023) by deed recorded in Deed Volume 5150, Page 192; Thence, North 00°-06'-15" East, along the centerline of Richmond Road and westerly line of said Lot No. 74 and westerly line of said Village of Richmond Heights land, a distance of 313.00 feet to the northwesterly corner of said Village of Richmond Heights land, and being the **TRUE PLACE OF BEGINNING** of the parcel herein to be described;

Course No. 1: thence, **North 00°-06'-15" East**, continuing along the centerline of Richmond Road, a distance of **317.93 feet** to the southwesterly corner of John D. Trimbath and Diane M. Ullemeyer-Trimbath (PPN 662-22-021) by deed recorded in AFN 201707110122 (a 5/8-inch rebar in monument box was found North 00°-06'-15" East at 2,031.88 feet along said centerline);

Course No. 2: thence, **North 89°-38'-47" East**, along the southerly line of said Trimbath and Ullemeyer-Trimbath parcel, passing over a P-K Nail set at 30.00 feet, a distance of **448.95 feet** to a Drill Hole set at the southeasterly corner of said parcel;

Course No. 3: thence, **North 00°-22'-24" West**, along the easterly line of said Trimbath and Ullemeyer-Trimbath parcel, the easterly lines of parcels of land conveyed to Jame Conley and Sonya R. Conley (PPN 662-22-020) by deed recorded in AFN 200108131123, Kathleen Horner and Mostafu Javid (PPN 662-22-028) by deed recorded in AFN 201909170375, Nicole M. Fisher and Christopher M. Welniak (PPN 662-22-019) by deed recorded in AFN 201908301013, the Cuyahoga County Board of Developmental Disabilities (PPN 662-22-018) by deed recorded in AFN 201408120280, and the Board of Cuyahoga County Commissioners by deeds recorded in Volume 86-6017, Page 33 (PPN 662-22-017), Volume 87-1290, Page 55 (PPN 662-22-027), and Volume 86-7684, Page 17 (PPN 662-22-016), passing over iron pins set at 699.12 feet and 789.12 feet, a distance of **982.53 feet** to a point on a southerly line of the Cuyahoga County Airport (PPN 661-15-005) (a 1/2-inch rebar was found 0.68 feet west and 0.34 north) (a 5/8-inch rebar with ID cap "Veverka-7513" was found 8.33 feet west and 1.22 feet south);



File No. 18-028
October 15, 2019

LEGAL DESCRIPTION
Richmond Heights High School
447 Richmond Road
Richmond Heights, Ohio

Course No. 4: thence, **North 89°-38'-41" East**, along a southerly line of the Cuyahoga County Airport, a distance of **400.00 feet** to a 1/2-inch rebar found;

Course No. 5: thence, **North 00°-22'-24" West**, along an easterly line of the Cuyahoga County Airport, passing over an iron pin set at 156.82 feet, a distance of **304.82 feet** to a point;

Course No. 6: thence, **North 89°-26'-10" East**, along a southerly line of the Cuyahoga County Airport, a distance of **102.30 feet** to a point (an iron pin was set South 00°-22'-24" East at 57.00 feet);

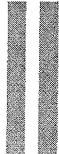
Course No. 7: thence, **North 00°-22'-24" West**, along an easterly line of the Cuyahoga County Airport, a distance of **57.29 feet** to a point;

Course No. 8: thence, **North 89°-26'-30" East**, along a southerly line of the Cuyahoga County Airport, passing over an iron pin set at 130.90 feet, a distance of **306.90 feet** to an iron pin set on the westerly line of land conveyed to the City of Richmond Heights (PPN 662-24-004) by deed recorded in Deed Volume 11892, Page 719;

Course No. 9: thence, **South 00°-22'-24" East**, along an westerly line of said City of Richmond Heights land, a distance of **1,550.91 feet** to the northeasterly corner of a parcel of land conveyed to the City of Richmond Heights (PPN 662-24-003) by deed recorded in Deed Volume 96-12025, Page 2;

Course No. 10: thence, **South 89°-49'-21" West**, along the northerly line of said City of Richmond Heights parcel (PPN 662-24-003) and a parcel conveyed to the City of Richmond Heights (PPN 662-24-002) by deed recorded in AFN 200503300743, passing over a 5/8-inch rebar found at 0.23 feet, a distance of **306.90 feet** to an iron pin set at the northwesterly corner of said City of Richmond Heights land;

Course No. 11: thence, **South 00°-22'-24" East**, along the westerly line of said City of Richmond Heights parcel, a distance of **117.00 feet** to an iron pin set at the northeasterly corner of a parcel of land conveyed to the City of Richmond Heights (PPN 662-23-001) by deed recorded in Deed Volume 13811, Page 773;



McSteen

LAND SURVEYORS



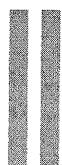
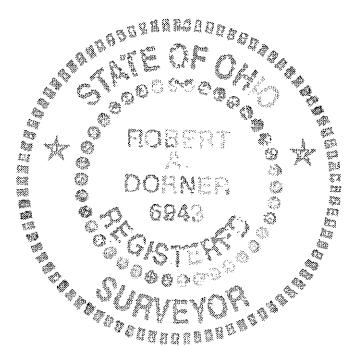
File No. 18-028
October 15, 2019

LEGAL DESCRIPTION
Richmond Heights High School
447 Richmond Road
Richmond Heights, Ohio

Course No. 12: thence, **South 89°49'21" West**, along the northerly line of said City of Richmond Heights parcel (PPN 662-23-001) and the aforementioned Village of Richmond Heights land (PPN 662-22-023), passing over a P-K Nail set at 923.91 feet, a distance of **953.91 feet** to the place of beginning, and containing **29.950 acres** of land (0.219 acre within Richmond Road right-of-way), more or less, as prepared in October 2019 based on a survey performed in April of 2018 by Robert A. Dorner, Registered Professional Land Surveyor No. 6943 on behalf of **McSteen & Associates, Inc.** under Project No. 18-028, and being subject to all legal highways and easements of record.

The basis of bearings for this survey are from GNSS observations to the Ohio State Plane Coordinates System, North Zone, NAD83 (2011) datum derived through the O.D.O.T. V.R.S. Network. Distances are given in feet and decimal parts thereof. All iron pins shown as set are 30" long 5/8" rebar with an identification cap stamped "McSTEEN CA 96-026".

Robert A. Dorner 10/15/2019
 Robert A. Dorner
 Registered Professional Land Surveyor No. 6943



Cuyahoga County Public Library

Resolution Authorizing the Library to Extend the Lease to The Centers for Families and Children at the Maple Heights Branch

Whereas, the Cuyahoga County Public Library and The Centers for Families and Children (The Centers) entered into a lease agreement on January 16, 2018 for The Centers to lease approximately 3,851 square feet at the Maple Heights Branch to provide daycare services; and

Whereas, the current lease will expire on December 31, 2019. The lease does allow for an extension and both parties desire to extend the initial term for one additional two-year period.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO

SECTION 1

That the Board of Trustees agrees to extend the lease between the Library and The Centers for Families and Children for an additional two-year period, expiring on December 31st, 2021.

SECTION 2

That all other terms of the lease shall remain the same including the monthly rent payment of \$1,925.50.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved November 26, 2019

Patricia A. Shlonsky
President

Dean E. DePiero
Secretary

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "First Amendment") is entered into on this ____ day of _____, 2019, but made effective as of 5:01 pm EST on _____, 2019 (the "Effective Date"), by and between the **Cuyahoga County Public Library ("Sublandlord")**, a county library district and political subdivision of Ohio, and **The Centers for Families and Children ("Subtenant")**, an Ohio non-profit corporation.

WHEREAS, the Sublandlord and Subtenant entered into a certain sublease agreement (the "Sublease Agreement") for approximately 3,851 gross leasable square feet of space in the building situated on that certain real property located at 5225 Library Lane, Maple Heights, OH 44137, on the 16th day of January 2018 (the parties acknowledging that the Sublease Agreement incorrectly included 2017 as the year by mutual mistake); and

WHEREAS, the Sublandlord and Subtenant desire to extend the Initial Term for one additional two (2) year period pursuant to Section 1.6;

NOW THEREFORE, the parties agree to the following:

Term. Effective as of the Effective Date of this Modification, Sublandlord and Subtenant agree to extend the Initial Term of the Sublease for an additional two (2) years, expiring on December 31st, 2021 (the "Extension Period").

Rent. The Rent schedule for the entirety of the Extension Term shall be as follows:

- A total of \$23,106 per year, payable in equal monthly installments of \$1,925.50.

Renewal Options. Subtenant shall be granted an additional option of one (1) two (2) year period upon the same terms set forth in Section 1.6 of the Sublease Agreement.

Counterparts. This modification may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signatures of the parties of this First Amendment and any instrument required hereunder may be facilitated by faxed signature as well as copies of signatures transmitted by electronic means.

Remainder of Lease Unmodified. With the exception of the provisions of this First Amendment, which shall control and govern in the event of any inconsistencies or conflicts with the terms stated in the Lease, all terms, covenants and conditions of the Lease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date set forth above.

SUBTENANT:

The Centers for Families and Children, an Ohio Non-Profit Corporation

By: _____

Print: Elizabeth Hijar

Title: COO/General Counsel

SUBLANDLORD:

Cuyahoga County Public Library

By: _____

Print: _____

Title: _____